

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

REG. E. COLE & CO CHICAGO
REGAL BLANKS

22 866 123

This Indenture, WITNESSETH, That the Grantor Sylvester Wade and Ora Lee Wade
his wife, Itly

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eight Thousand Four Hundred Nineteen and 32/100 Dollars
in hand paid, CONVEY AND WARRANT to Jerome R. Thomas for use & benefit for ANBATCO
of the City of Chicago County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements
herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing appa-
ratus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the City of Chicago County of Cook and State of Illinois, to-wit:
Lot 57 (except North 5 feet) and North 15 feet of lot 56 in Block 18 in Englewood
Heights being a subdivision of North 1/2 of that part E 1/2 of Section 6 Township 37
North Range 14 East of the Third Principal Meridian.

This instrument was prepared by:

Debbie Vellegas
American National Bank and Trust Company of Chicago
33 North La Salle Street
Chicago, Illinois
60690

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Sylvester Wade and Ora Lee Wade his wife Itly
justly indebted upon One Installment principal promissory note bearing even date herewith, payable
The Principal sum of Eight Thousand Four Hundred Nineteen and 32/100 Dollars payable
in installments as follows: One Hundred and 23/100 Dollars on the 30th day of
October, 1974; One Hundred and 23/100 Dollars on the 30th day of each month
beginning on the 30th day of November, 1974, for Eighty-One (81) months succeeding,
and a final payment of One Hundred 23/100 Dollars on the 30th day of September, 1981.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided,
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises
that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on
said premises insured in companies to be selected by the grantee herein who is hereby authorized to place such insurance in companies acceptable to the holder
of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests
may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances,
and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder
of said indebtedness may procure such insurance, or pay premiums or assessments, or discharge or purchase any tax lien or title affecting said premises or pay
all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and
the same with interest thereon from the date of payment at seven per cent. per annum, shall be as much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at
seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by
express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
of—including reasonable solicitor's fees, costs for documentary evidence, attorney's charges, cost of procuring or compelling a sheriff showing the whole
title of said premises embracing foreclosure decree—shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or pro-
ceeding wherein the grantee or the holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses
and disbursements shall be a legal lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure
proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses
and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators
and assigns of said grantor, waive, all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree, that
upon the filing of any bill of foreclosure this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party
claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said
premises.

In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
Chicago Title & Trust Company of Chicago of said County is hereby appointed to be first successor in this trust; and if for
any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second
successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to
the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 10th day of September A. D. 19 74

X Sylvester Wade (SEAL)
X Ora Wade (SEAL)

22 866 123

State of Illinois }
County of Cook } ss.

I, Mario N. Di Flavio
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sylvester Wade and Ora Lee Wade his wife jointly

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 10th
day of September A. D. 19 74



MY COMMISSION EXPIRES
MARCH 21, 1976

Mario N. Di Flavio
Notary Public

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5.00

Cook County

Box No. 386624

Box No.

SECOND MORTGAGE

Trust Deed

Sylvester Wade and Ora Lee Wade
his wife, jointly

8853 South Beverly
Chicago, Illinois

TO

Jerome R. Thomas



Mail To:

American National Bank
Mario N. Di Flavio
33 North La Salle Street
Chicago, Illinois 60690

GEORGE E. COLE & COMPANY

22544123

END OF RECORDED DOCUMENT