

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO.

22 996 804

GEO. E. COLE & CO. CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Lee Jackson and Doris Jackson

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of One Thousand Six Hundred Thirty Six and 20/100 Dollars

to hand paid, CONVEY AND WARRANT to MADISON BANK & TRUST COMPANY

of the City of Chicago County of Cook and State of Illinois

and 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 apparatus, 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 26 (except the North 6 feet thereof) and all of Lot 25 in Block 31 in Drexel Park, a Subdivision of the East Quarter of the North half of Section 19 Township 38 North, Range 14 East of the Third Principal Meridian

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 Lee Jackson and Doris Jackson justly indebted upon their principal promissory note bearing even date herewith, payable

in 60 successive monthly payments of \$27.27 beginning on 28th day of September 1970 and continuing till the total note in the amount of \$1,636.20 is paid in full.

The Grantor, S. covenant S. and agree S. as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or 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 on 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 on said premises shall not be committed or suffered; (5) to keep all buildings, now or at any time on of the first mortgage indebtedness, with less clause attached payable first, to the first Trustee or Mortgagee, and secondly to the Trustee herein as the 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 encumbrances, in full, by the date of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or 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 so 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 hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole of said premises embracing foreclosure decree—shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any 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 an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, 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 to foreclose 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 County of the grantee, or of his refusal or failure to act, then 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 grantors this 22th day of July A. D. 1970

Handwritten signatures of Lee Jackson and Doris Jackson with four (SEAL) markers.

22 996 804

UNOFFICIAL COPY

FEB 13 PM 2 13

State of Illinois
County of Cook

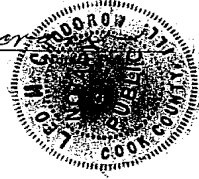
NOTARY PUBLIC
COOK COUNTY ILLINOIS

I, Leo N. Chodorow
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Lee Jackson & Doris Jackson

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 14th
day of August A. D. 19 70

Leo N. Chodorow



5.00

22996804

Box No. 131

SECOND MORTGAGE
Trust Deed

Lee Jackson
Doris Jackson
6459 S. Paulina
Chicago, Illinois 60636

TO

Madison Bank & Trust Co
PO Box 131
400 W. Madison Chgo., Ill. 60606

THIS INSTRUMENT WAS PREPARED BY

Gregory J. Olsen
Madison Bank & Trust Co.
400 W. Madison Street
Chicago, Illinois



GEORGE COLE & CO. PA. NY

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