

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

23 939 477

This Indenture, WITNESSETH, That the Grantor Arizona McPherson, Jr. and Sara

McPherson (his wife)

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

for and in consideration of the sum of Eight Thousand Two Hundred & Three 20/100 Dollars

has said, CONVEY AND WARRANT to Madison Bank & Trust Company 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 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:

Lots 12 and 13 in Subdivision of Lot 13 in Willis M. Hitt's Subdivision of the South East & of

Section 8 Township 37 North, Range 14 East of the Third Principal Meridian

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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 Arizona McPherson, Jr. and Sara McPherson (his wife) justly indebted upon their principal promissory note bearing even date herewith, payable

of 60 monthly installments of \$136.72 beginning on July 9, 1977 and continuing in equal monthly installments until paid in full.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said promissory note 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 agreed at 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein named; (6) the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein named, 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 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 pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agree... 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 in law, 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 title 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 proceedings, whether decrees 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... waives... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees... 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 grantor, 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 grantor 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 S this 10th day of May A. D. 19 77

This Instrument was prepared by Arizona McPherson, Jr. (SEAL) Sara McPherson (SEAL) Elk Grove Village, Ill. (SEAL)

23 939 477

UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILL.

1977 MAY 24 AM 11 17

State of Illinois
County of Cook

ss.

MAY-24-77 3 7 8 7 4 5 • 23939477 u A -- Rec

10.00

I, Rose Kagan

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Arizona McPherson and Sara McPherson (his wife)

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

Witness under my hand and Notarial Seal, this 10th day of May A. D. 1977

Rose Kagan
Notary Public

MY COMMISSION EXPIRES JUNE 10, 1980

Property of Cook County Clerk's Office

10.00

23939477

Box No. 131

**SECOND MORTGAGE
Trust Deed**

Arizona McPherson Jr. & Sara McPherson
10230 So. Aberdeen
Chicago, Illinois 60643

TO
Madison Bank & Trust Company
400 West Madison St.
Chicago, Illinois

52 030 131

END OF RECORDED DOCUMENT