

# UNOFFICIAL COPY

23 987 631

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

This Indenture, WITNESSETH, That the Grantor Leonard Moran and Edna Moran (his wife)

of the City of Oak Park County of Cook and State of Illinois for and in consideration of the sum of Eight Thousand Nine Hundred & Sixty Four 48/100 Dollars in hand paid, 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 Oak Park County of Cook and State of Illinois, to-wit:

Lot 31 in Block 11 in Austin Park, a Subdivision of the East 1/2 of the South West 1/4 in Section 17 Township 39 North Range 13 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 Leonard Moran and Edna Moran (his wife) justly indebted upon their principal promissory note bearing even date herewith, payable of 84 monthly installments of \$106.72 beginning on August 15, 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 set forth in 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 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 and to keep same 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 interest clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as to his interest and the interest thereon, which policies shall be let 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the trustee 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 accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of each 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 proceedings including reasonable solicitor's fees, outlays for documentary evidence, attorney'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 grantee 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 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 first successor in this trust; and if for 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 hands and seal of the grantors this 14th day of June A. D. 1977

This Instrument Was Prepared By Rose Kagan 2432 Delta Lane Elk Grove Village, Ill. (SEAL) (SEAL) (SEAL) (SEAL)

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State of Illinois } ss.  
County of Cook

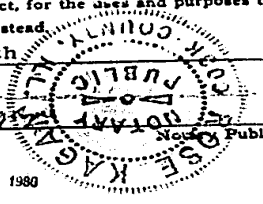
I, Rose Kagan  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Leonard Moran and Edna Moran (his Wife)

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 a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Done under my hand and Notarial Seal, this 14th  
day of June A.D. 19 77

*Rose Kagan*  
Notary Public

MY COMMISSION EXPIRES JUNE 10, 1980



Property of Cook County Clerk's Office

23987631

Box No. 2

SECOND MORTGAGE

Trust Deed

Leonard Moran & Edna Moran  
1134 So. Taylor  
Oak Park, Illinois

TO

Madison Bank & Trust Company  
400 W. Madison St.  
Chicago, Illinois



END OF RECORDED DOCUMENT