

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW 23 014 410

This Indenture, WITNESSETH, That the Grantor s Jimmie Bradley and Mary Helen Bradley, his wife

of the Village of Markham County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Six Hundred Fifty and No/100(\$5,650) Dollars to hand paid, CONVEY AND WARRANT to Continental Illinois National Bank & Trust Co of Chicago whose principal address is 231 S LaSalle St, Chicago, Ill 60693 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, fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Markham County of Cook and State of Illinois, to-wit:

Of the North 5.00 feet of Lot 18, Lot 17 and Lot 16 (except the North 10.00 feet thereof) in Block 10 in Croissant Park Markham, a subdivision of Lot 2 (except the North 15.61 feet thereof) also all of Lot 3, 4, 5 and 6 in Law's Subdivision of the South one-half (1/2) of the South East one-quarter (1/4) of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian, also that part of the South West one-quarter (1/4) of the South West one-quarter (1/4) of Section 20 Township 36 North, Range 14 lying West and North West Right of Way.

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 s Jimmie Bradley and Mary Helen Bradley, his wife

justly indebted upon one principal promissory note bearing even date herewith, payable in monthly installments beginning January 1, 1975 with the final payment due, if not sooner paid, on December 1, 1979.

(This is a Junior lien) subject to that certain mortgage from Jimmie Bradley and Mary Helen Bradley to Advance Mortgage Corporation dated June 4, 1964 and registered June 12, 1964 as Document No. 19154334.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in the 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... (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... their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 interest and the same with interest thereon from the date of payment at 12% 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 12% 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... 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 8th day of August A. D. 1974 Jimmie Bradley (SEAL) Mary H Bradley (SEAL)

\* Twelve (12) per cent per annum

This instrument prepared by: George E. Schwertfeger, 231 S. LaSalle, Chicago, Ill

23 014 410

UNOFFICIAL COPY

*Char. Reun*  
MAR 7 11 15

RECORDED OF DEEDS  
COOK COUNTY ILLINOIS

State of Illinois  
County of Cook } ss.

MAR--7-75 957990 • 23014410 • A — Rec

5.10

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

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, applied and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

*Charlotte Reun*  


Property of Cook County Clerk's Office

5<sup>00</sup> MAIL

23014410

Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**



MAIL TO \_\_\_\_\_  
TO \_\_\_\_\_  
CONTINENTAL ILLINOIS NATIONAL BANK  
231 S. La Salle  
Chicago, Illinois 60693  
Attn: Mr. George Schwertfeger

53 014 410

RECORD OF RECORDED DOCUMENT