

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

24413835

This Adventure, WITNESSETH, That the Grantor Samuel Boatner & Christine Gilmore

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

for and in consideration of the sum of Nine Thousand One Hundred & Forty Five 92/100 Dollars in hand paid, CONVEYED 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 hereafter 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 24 in Block 5 in Osburn's subdivision of part of the Lot 2 in Assessor's Division of the S 1/4 of Section 33 and that part of the S E 1/4 of Section 32 lying East of the Rock Island Railroad in 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 Samuel Boatner & Christine Gilmore justly indebted upon their principal promissory note bearing even date herewith, payable

84 monthly installments of \$108.88. Beginning on June 10, 1978 and continuing till the total note is paid in full.

This Grantor... covenant... and agree... as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending these payments; (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 on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time, 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 as if their interests 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 grantee 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 thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. It is Acknowledged 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 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 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 13th day of April A. D. 19 78

This Instrument Was Prepared By Christine Gilmore (SEAL) Rose Kagan Samuel Boatner (SEAL) 2432 Delta Lane (SEAL) Elk Grove Village, Illinois (SEAL)

State of Illinois }
County of Cook } ss.

I, Rose Kagan
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Samuel Boatner & Christine Gilmore

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 acts and purposes therein set forth, including the release and waiver of the right of homestead.

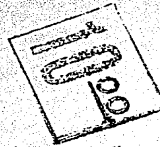
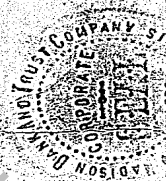
Witness under my hand and Notarial Seal, this 13th
day of April A. D. 1978

[Signature]
Notary Public
MY COMMISSION EXPIRES JUNE 10, 1980

1978 APR 21 PM 1:00
RECORDED & INDEXED
COOK COUNTY ILLINOIS

RECORDED *[Signature]*

APR-21-78 4 9 0 0 24413835 A - REC 10.00



24413835

4-19
Box No. 131

SECOND MORTGAGE

Trust Deed

Samuel Boatner & Christine Gilmore
708 W. 81st. Place
Chicago, Illinois

TO

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

END OF RECORDED DOCUMENT