

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

24582585

This Indenture, WITNESSETH, That the Grantor Jessie Gilbert & Ruby Gilbert
(His Wife)

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eight Thousand One Hundred & Forty Nine 68/100 Dollars
I have paid, CONVEY AND WARRANT to Madison Bank & Trust Company
of the City of Chicago County of Cook and State of Illinois
my and my 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 appur-
tenances, 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:

The East 30 feet of Lot 22 (except that part taken or used for alley)
in G.J.Hulls subdivision of the West 1/2 of the South East 1/4 of Section 9
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 Jessie Gilbert and Ruby Gilbert (His Wife)

justly indebted upon their joint promissory note bearing even date herewith, payable
84 monthly installments of \$ 97.02 . Beginning on September 23, 1978
and continuing till the total note is paid in full.

THE 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 time of payment; (2) to pay prior to the first day of June in each year, all taxes and other charges against said premises,
and on demand 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 in trust as their 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,
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 encumbrances 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 encumbrances and the interest thereon from time to time; and all money so paid, the grantor... agree... to repay immediately without delay, 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 interest thereon,
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 become due 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...
including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing 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 pro-
ceeding 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 thereof 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 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 grantee or his successor in trust, shall release said premises to
the party entitled, on receiving his reasonable charges.

Witness the hand^S and seal^S of the grantor^S this 7th day of Aug. A. D. 19 78

This Instrument Was Prepared By: Jessie Gilbert (SEAL)
Ruby Gilbert (SEAL)
Rose Kagan (SEAL)
2432 Delta Lane (SEAL)
Elk Grove Village, Illinois (SEAL)

24582585

UNOFFICIAL COPY

RECORDS AUG 16 PM 1 55
COOK COUNTY ILLINOIS

RECORDER *John J. Olin*

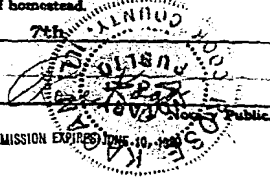
State of Illinois
County of Cook } ss.

AUG-14-78 112890 24582585 A - REC 10.00

I, Rose Kagan
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Jessie Gilbert and Ruby Gilbert (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.

Given under my hand and Notarial Seal, this 7th day of Aug. A. D. 19 78



Property of Cook County Clerk's Office



24582585

8-11-78

Box No. 131

SECOND MORTGAGE

Trust Deed

Jessie & Ruby Gilbert
5106 W. Fulton
Chicago, Illinois

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

Form 223-TD

RECORDED DOCUMENT