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PL 26759
062

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Willis E. Webb (divorced and not since remarried),
 (hereinafter called the Grantor), of 720 Buena Avenue Chicago, Illinois 60613
 (NUMBER AND STREET) (CITY) (STATE)

for and in consideration of the sum of *** NINE THOUSAND SEVEN HUNDRED FOUR AND
40/100 *** Dollars

in hand paid, CONVEY AND WARRANT to Lawrence Spade as Trustee
 of 4800 North Western Avenue Chicago, Illinois,
 (NUMBER AND STREET) (CITY)

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, air-conditioning, gas and plumbing apparatus and fixtures, and every thing 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 720-C as delineated on the survey of the following described Parcel of Real Estate: Lot 1 to 4 inclusive in Waller's Subdivision of Lot 7 in Block 4 in Waller's Addition to Buena Park in Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also, Lot 6 in Block 4 in Weller's Addition to Buena Park in Fractional Section 16 aforesaid, which survey is attached as Exhibit "A" to the Declaration made by Bank of Ravenswood, as Trustee, under Trust Agreement dated April 4, 1975 and known as Trust Number 1380, recorded in the Recorder of Deeds of Cook County, Illinois as Document 23837569 together with an undivided 3.5022 percentage interest in the Common Elements of set forth in said declaration.

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 Willis E. Webb justly indebted upon one instalment ~~to the promissory note~~ bearing even date herewith, payable

to COMMERCIAL NATIONAL BANK OF CHICAGO in instalments as follows:
 ONE HUNDRED SIXTY ONE AND 74/100 Dollars on the 15th day of March, 1978 and ONE HUNDRED SIXTY ONE AND 74/100 Dollars on the 15th day of each month thereafter to and including the 15th day of January, 1983 with a final payment of the balance due on the 15th day of February, 1983 with interest on the principal balance due from time to time unpaid at the rate of 11.07 per cent per annum payable monthly.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the due date in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after execution or damage to repair or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that taxes on said premises shall be paid or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be approved by the grantor herein, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein if their interests ever appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay a premium for insurances, 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 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the maximum rate provided by law and 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 the maximum rate provided by law and shall be recoverable by foreclosure thereof, or by suit in 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 plaintiff in connection with a foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for his heirs, executors, administrators and assigns of the 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 complaint to foreclose this Trust Deed, the court in which such complaint is filed may at once and without notice to the Grantor, or to any party claiming under the 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 or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Robert Gallagher 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 February, 1978.

Willis E. Webb (SEAL)
 Willis E. Webb

Identification No. 30429 (SEAL)

This is to certify that this is the Trust Deed described in note of even date.

By Lawrence Spade TRUSTEE

This instrument was PREPARED BY KENT G. HARTMAN

4800 N. Western Ave., Chicago, Ill.

24 350 248

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1978 FEB 16 PM 3 25

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

RECORDED *at 3:25 PM*

STATE OF Illinois

COUNTY OF Cook

FEB 16 1978

10829

24330248

A -- REC

10.00

I, Carmen B. Gonzalez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Willis E. Webb (divorced and not since remarried)

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

Under my hand and notarial seal this 8th day of February, 1978.



Carmen B. Gonzalez
Notary Public

Commission Expires 3-79



24330248

BOX NO. 490

SECOND MORTGAGE

Trust Deed

WILLIE E. WEBB (Divorced And Not Since Remarried)

Location: _____

RR _____



COMMERCIAL NATIONAL BANK
4800 N. WESTERN AVENUE
CHICAGO, ILLINOIS 60625

END OF RECORDED DOCUMENT