

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 N/2

24 399 180

This Instrument, WITNESSETH, That the Grantor Henry Grossman and Margaret Grossman (His Wife)

of the City Chicago County of Cook and State of Illinois for and in consideration of the sum of Three Thousand Four Hundred & Eighty no/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 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 appertenant 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 39 in Block 1 in the Ravenswood Golf Club Subdn. of the E 1/2 of the S W 1/4 of the S E 1/4 of Section 10 Township 40 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 hereof.

WHEREAS, The Grantor Henry Grossman and Margaret Grossman (His Wife) justly indebted upon their principal promissory note bearing even date herewith, payable

of 24 monthly installments of \$145.00 beginning on May 20, 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 assessments against said premises, and an 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 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 herein as if his interest may accrue, which policies shall be kept 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 to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of all prior incumbrances and the interest thereon from time to time, and all money to 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 the date 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 AGREED 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, micrographer's charges, cost of procuring or completing abstract showing the whole title of said premises - including 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 his 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 3rd day of April A. D. 19 78

This Instrument Was Prepared by Rose Kagan 2432 Delta Lane Elk Grove Village, Illinois

Henry Grossman (SEAL) Margaret Grossman (SEAL)

24 399 180

State of Illinois
County of Cook } ss.

RECORDED OF DEEDS
COOK COUNTY ILLINOIS
1978 APR 12 AM 10 36

RECORDER *Rose Kagan*

APR-12-78 Rose Kagan 629 24399180 A -- REC 10.00

I, Henry Grossman And Margaret Grossman (His Wife)
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 s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the s signed, sealed and delivered the said instrument as a 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 3rd day of April A. D. 19 78
Rose Kagan
Notary Public.

MY COMMISSION EXPIRES JUNE 30, 1980

Property of Cook County Clerk's Office

24399180

Box No. 131
SECOND MORTGAGE
Trust Deed
Henry and Margaret Grossman
4955 No. Tripp
Chicago, Illinois
TO
Madison Bank & Trust Company
400 W. Madison Street
Chicago, Illinois

END OF RECORDED DOCUMENT