

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

25719683

This Indenture, WITNESSETH, That the Grantor William K. Murray and wife Linda S.

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Eight Thousand Two Hundred Ninety Four and 16/100 Dollars  
in hand paid, CONVEYS AND WARRANTS to Madison Bank & Trust Co.  
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 appa-  
ratus 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 16 in Block 2 in South East Gross Second Under Den Linden Addition to Chicago  
in Section 26, Twp. 40 North, Range 13, East of the Third Principle Meridian in  
Cook County, Illinois.

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 William K. Murray and wife Linda S.

justly indebted upon their principal promissory note bearing even date herewith, payable  
in 84 monthly installments of \$98854

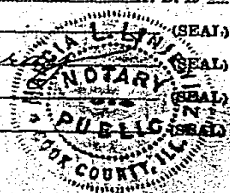
THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in a note provided, or  
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments on said premises,  
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or rebuild or restore all buildings or improvements  
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 the insured  
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 income taxes,  
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 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 grantee agrees, to repay immediately without discount or  
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 accrued interest,  
shall at the option of the lender hereof, 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 here-  
of-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 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 27th day of November A. D. 19 80

THIS INSTRUMENT WAS PREPARED BY:  
Clark Home Improvement Co., Inc.  
3187 N. Cicero Avenue  
Chicago, Illinois 60641

W. K. Murray  
Linda S. Murray



25719683

State of Illinois  
County of Cook } ss.

I, Marcia L. Liniewicz

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
William K. Murray and Linda S. Murray

personally known to me to be the same personS, whose name S \_\_\_\_\_ 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 27th  
day of November A. D. is 80

*Marcia L. Liniewicz*  
Notary Public.  
My Commission Expires May 10, 1984

Property of Cook County Clerk's Office

1980 DEC 29 PM 2 18

DEC-29-80 386411 25719683 A - REC 10.00

10.00

Box No. 131

SECOND MORTGAGE

**Trust Deed**

William K. & Linda S. Murray

3131 N. St. Louis, Chicago, Ill.

TO

Madison Bank & Trust Co.

400 M. Madison St., Chicago, Ill.

25719683

END OF RECORDED DOCUMENT