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25814291

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

This Indenture, WITNESSETH, That the Grantor James Singletary and Rebecca Singletary ( His Wife)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Seven Hundred & Eleven 76/100 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 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 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 37 and the South One Third of Lot 38 in Block 2 in Lilliedale Subdivision of North East Quarter of North East Quarter of the South East Quarter of Section 4, Township 37 North, Range 14, East of the Third Principal 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 James Singletary and Rebecca Singletary ( His Wife) justly indebted upon their principal promissory note bearing even date herewith, payable 36 monthly installments of \$ 158.66.

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The GRANTOR... covenant... and agree... 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 rebuild or restore all buildings or improvements on said premises, and on demand to exhibit receipts therefor; (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 to the interests of the first mortgagee, which policies shall be left 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, or the prior incumbrances or the interest thereon when due, the grantee or its holder in the event of failure to so insure, or pay 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 all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor... 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 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, stenographer's charges, cost of procuring or completing abstract showing the whole 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 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 a release hereof, until all such expenses and disbursements and the costs thereof, including solicitor's fees have been paid. The grantor... and for the best, faithful, administrators and executors 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 grantor... or to any party claiming under said grantor... appoint a receiver to take possession of 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... of his estate, then the grantor... of said County is hereby appointed to be first executor of this trust, and in the absence of said first executor, the person who shall first be acting Receiver or Trustee of said County, hereby appointed to be second executor of this trust. And, when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness my hand and seal of the grantor this 16th day of March A. D. 1911. James Singletary (SEAL) Rebecca Singletary (SEAL) Elk Grove, Illinois

This Indenture was Prepared by Elk Grove, Illinois

James Singletary (SEAL) Rebecca Singletary (SEAL)

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1981 MAR 23 PM 2 49  
CLERK OF DEEDS  
COOK COUNTY ILLINOIS

RECORDER *Calvin Davis*

State of Illinois  
County of Cook

MAR-23-81 4 21 899 Kag 25814291 A - REC 10.00

I, Notary Public in and for said County, in the State aforesaid, do hereby certify that  
James Singletary and Rebecca Singletary ( 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 executed and delivered the said instrument as a free and voluntary act of their own free will and in full understanding of the contents thereof, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 16th day of March A. D. 1981

*Rae K. King*  
Notary Public

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Box No. 131  
SECOND MORTGAGE  
**Trust Deed**  
*James Singletary*  
*Rebecca Singletary*  
TO  
*Madison Bank of Trust*  
*400 W. Madison*

Form 223-TD

ND OF RECORDED DOCUMENT