

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

25866748

GEO. E. COLE & CO. CHICAGO  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Pate Brooks & Addie Brooks  
1933 S. 12th Ave. Maywood, Ill.

of the Village of Maywood County of Cook and State of Illinois  
 for and in consideration of the sum of Seventy Seven Hundred Ninty Five --80/100 Dollars  
 in hand cash CONVEY<sup>S</sup> AND WARRANT<sup>S</sup> to Madison Bank & Trust Company  
 of the Village of Maywood 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 Village of Maywood County of Cook and State of Illinois, to-wit:

Lot 20 in J. Hampston and Sons Ballyarnett Addition to Maywood, being  
a Resubdivision of lots 140 to 154, 219 to 233 in Cummings and  
Foreman's Real Estate Corp. Harrison St. and 9th Avenue Subdivision  
in the South East 1/4 of Section 15, Township 39 North, Range 12, 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 Grantors Pate Brooks & Addie Brooks

justly indebted upon principal promissory note bearing even date herewith, payable  
Madison Bank and Trust Company in the amount of Seventy Seven  
Hundred Ninty Five --- 80/100 \$ 7,795.80  
60 Installments of \$129.93 each paid on the same date of each month  
thereafter until paid.

THE GRANTORS S covenant and agree S as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 against 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  
 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 at their late-  
 any apportion, which policies shall be left and remain with the said Mortgagee or Trustees 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 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 grantor S agree S 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 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 S 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 procuring or completing abstract showing the whole  
 title of said premises embracing foreclosure decrees—shall be paid by the grantor S; 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 S. 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  
 proceeding; 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 S for said grantor S and for the heirs, executors, administrators  
 and assigns of said grantor S waive S all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree S 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 S or to any party  
 claiming under said grantor S, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said  
 premises.

Cook

In the EVENT of the death, removal or absence from said Cook 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 grantor 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 4th day of May A. D. 19 81

THIS INSTRUMENT WAS PREPARED BY

**MADISON BANK & TRUST COMPANY**  
 20 SOUTH ROOSEVELT AVENUE  
 CHICAGO, ILLINOIS 60650

Pate Brooks (SEAL)  
Addie Brooks (SEAL)  
 (SEAL)  
 (SEAL)

UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

I, Arthur W. Malina

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Pate L. Brooks & Addie Brooks

s s are  
personally known to me to be the same person whose name are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and  
delivered the said instrument as their 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 4th  
day of May A. D. 1981

Arthur W. Malina



MAY 11 PM 2 55

MAY 11 PM 2 34

WH101 000000 000000

11:00



Box No. 131  
**SECOND MORTGAGE**  
**Trust Deed**  
Pate L. Brooks  
Addie Brooks  
to  
MADISON BANK & TRUST CO.  
400 WEST MADISON STREET  
CHICAGO, ILLINOIS 60606

Pay to the order of Madison  
Bank and Trust Company of  
Chicago, without recourse.

BY: George E. Cole  
TITLE: President  
COMPANY: All State Lumber Co.

GEORGE E. COLE & COMPANY

547986745

END OF RECORDED DOCUMENT