

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

25875406

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantors Sidney Heard Jr. & Susie Heard
7231 S. Green

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Seventy Four Hundred Eighty Three ---80/100--- dollars
in hand paid, CONVEY S AND WARRANTS to Madison Bank and 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 ap-
paratus 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 125 in Downing and Phillips Normal Park Addition being a
Subdivision of the East 1/2 of the North East 1/4 of Section 29,
Township 38 North, Range 14, East of the Third Principal Meridian
(except the South 149 Feet thereof) in Cook County, Ill.

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 Sidney Heard, Jr. & Susie Heard

justly indebted upon principal promissory note bearing even date herewith, payable
Madison Bank and Trust Company in the amount of Seventy Four Hundred
Eighty Three --80/100 (\$ 7483.80).

60 Installments of \$124.73 each paid on the same date of each month
thereafter until paid.

THE GRANTOR, Sidney Heard Jr. & Susie Heard, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and hereinafter 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 as to the interest as 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.
IN WITNESS WHEREOF, the said Grantors, Sidney Heard Jr. & Susie Heard, have hereunto set their hands and seals, and the interest thereon when due, the grantor or the bank or any prior incumbrances and the interest thereon from time to time; and all money so 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 WITNESS WHEREOF, 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 title 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 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 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 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 13th day of May A. D. 1981

INSTRUMENT WAS PREPARED BY

Madison Bank and Trust Company
STATE LUMBER COMPANY
19 SOUTH CHICAGO AVENUE
CHICAGO, ILLINOIS 60606

Sidney Heard Jr. (SEAL)
Susie B. Heard (SEAL)
(SEAL)
(SEAL)

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1991 MAY 19 PM 2 08

State of Illinois }
County of Cook } ss.

I, MAY-19-91 4 5 Arthur W. Malina 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Sidney Heard Jr., and Susie Heard

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 he signed, sealed and delivered the said instrument as there 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 13th
day of May A. D. 19 91

Arthur W. Malina



Property of Cook County Clerk's Office

10.00

25875406

Box No. 131

SECOND MORTGAGE

Trust Deed

Sidney Heard Jr.
Susie Heard
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: Marjorie A. Leeland

TITLE President

COMPANY: All State Lumber Co.

GEORGE COLE COMPANY

END OF RECORDED DOCUMENT