

This Indenture, WITNESSETH, That the Grantor^s Frank Cotton and Mary L Cotton

1926 S. Sawyer

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty Two Hundred Ninty-----72/100 Dollars
in hand paid, CONVEYS AND WARRANTS to Madison Bank and Trust Company
of the City of Chicago County of Cook and State of Illinois
and to its 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 11 in Block 14 in Douglas park Addition to Chicago in the
East 1/2 of the Southeast 1/4 of Section 23, Township 39 North
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 s Frank Cotton And Mary L. Cotton
justly indebted upon principal promissory note bearing even date herewith, payable
Madison Bank and Trust Company in the amount of Forty Two Hundred
Ninty -- 72/100 (\$4290.72).

48. Installments of \$89.39 each paid on the same date of each month thereafter until paid.

25948541

THE GRANTORS' covenants, and agree: as follows: (1) To pay said Indebtedness, and the interest thereon, as herein and in the 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; (3) Not add, increase, or on demand to exhibit receipts therefor; (4) Within sixty days after the expiration of the term of said Indebtedness, to pay the principal thereof; (5) To keep the premises insured in companies to be selected by the Grantee herein, who is hereby authorized to place such insurance in companies acceptable to the lender; (6) To maintain the first mortgage Indebtedness, with loss clause attached payable first, to the Trustee or Mortgagee, and secondly, to the Trustee herein as the lender may direct; (7) To pay the principal and interest on said Indebtedness, and the interest thereon, as herein provided, and the interest thereon, at the time or times when the same shall become due and payable.

and the interest thereon, at the time or times when the same shall become due and payable.

If the said debtor fails to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, when due, the grantor or the holder of said note or mortgage may, at his option, either (1) pay the taxes or assessments, or the prior incumbrances or the interest thereon, or (2) pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the principal or interest on the said note or mortgage, or the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional principal of said note or mortgage.

the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

It was further 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 holder thereof, become immediately due and payable with interest thereon from the date of such breach at the rate of 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 term.

express terms by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
-including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or collecting abstracts showing the true
-title of said premises embracing any or more parcels of said land, and the like expenses and disbursements, occasioned by any suit or pro-
-ceeding wherein the grantor or any of his heirs or assigns shall be a party, shall also be paid by the grantor. All such expenses
-and disbursements shall be paid by the grantor or his heirs or assigns, whether the same shall be incurred before or after the date of the
-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 the grantor, do hereby covenant, promise and agree, that if the said bill or petition shall be filed, or if the said bill or petition shall be
-upon the filing of any bill or petition in this Court, 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

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 time cause said first successor fail or refuse to act, the person who shall then _____ 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 20 day of July A.D. 19 81

THIS INSTRUMENT WAS PREPARED BY

ALL STATE LUMBER COMPANY
2939 SOUTH CICERO AVENUE
CICERO, ILLINOIS 60650

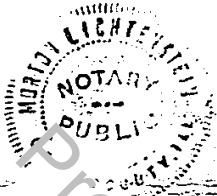
* FRANK Cotton Co. (SEAL)
* Mary L Cotton (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

State of Illinois } ss.
County of Cook

I, Morton Lichtenstein

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Frank Cotton and Mary L. Cotton



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 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 20th
day of July A. D. 19 81

Morton Lichtenstein

Notary Public.

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JUL-24-81 489307

25946541

10.00



Box No. 131
SECOND MORTGAGE
Trust Deed

Frank Cotton
Mary Cotton
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: Arthur W. Malina

TITLE: Vice-President

COMPANY: All State Lumber Co.

GEORGE COLE COMPANY

END OF RECORDED DOCUMENT