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25168519

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

This Indenture, WITNESSETH, That the Grantor James N. Brooks and Cynthia D. Brooks
Married to each other

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Eighty seven hundred twenty five and 08/100 Dollars
in hand paid, CONVEY AND WARRANT 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 15 in Elmore's Beverly Hills Addition being a subdivision of Block 20 in
subdivision of that part Westerly of the Right of Way of the Chicago Rock Island
and Pacific Railroad of the South 1/2 of, also of Lots 1 to 36 both inclusive in Harry'
Mayr's subdivision of Block 21 in Section 5 aforesaid in Cook County, Illinois
Section 5 Township 37 North, Range 14

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 N. Brooks and Cynthia D. Brooks

justly indebted upon their principal promissory note bearing even date herewith, payable
The sum of \$103.87 each month for 84 months, BEGINNING ON SEPTEMBER 15, 1979
and continuing till the note is paid in full.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said 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 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 on 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 their interests
may appear, which policies shall be kept 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 THE EVENT of failure so 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 affected by such premises or pay
all 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 THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal, and all unpaid interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date 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 been secured 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 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 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, 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 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 seals of the grantors this 3th day of August A. D. 1979

This instrument prepared by
Debbie Sebonia
1559 N. Mannheim
Stone Park, Illinois

James N. Brooks (SEAL)
Cynthia D. Brooks (SEAL)
(SEAL)
(SEAL)

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NOTARY PUBLIC
COOK COUNTY ILLINOIS

Milton Schaffer
SEP 28 AM 9 34

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10.00

State of Illinois }
County of Cook } ss.

I, Milton Schaffer

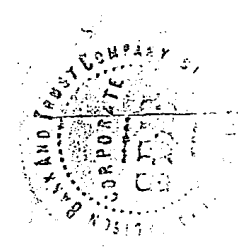
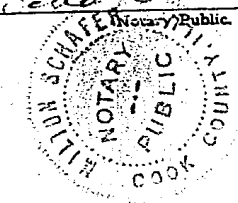
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
James N. Brooks and Cynthia D. Brooks

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 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 9th
day of August A. D. 1979

Milton Schaffer
Notary Public

My Commission Expires Jan. 11, 1983



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Box No. 131
SECOND MORTGAGE
Trust Deed

TO

25168519

END OF RECORDED DOCUMENT