

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25264882

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That John W. Adams  
 (hereinafter called the Grantor), of 447 W. 104th St. Chicago Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of eight thousand two hundred thirty six and 20/100 Dollars  
 in hand paid, CONVEY AND WARRANT to Madison Bank  
 of 400 W. Madison Chicago Illinois  
 (No. and Street) (City) (State)  
 and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
 lowing described real estate with the improvements thereon, including all heating, air-conditioning, 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 9 in Terings Brothers and Company's 104th Street  
 Bellevue Addition to Roseland being a subdivision of the  
 North 161 feet of the East 974.90 feet of the West 1139.90  
 feet of Lot 11 in School Trustee's Subdivision  
 Section 16 Township 37 North, Range 14 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 Grantor John W. Adams  
 justly indebted upon his principal promissory note bearing even date herewith, payable

84 monthly installments of \$98.05 each. BEGINNING ON DECEMBER  
15, 1979 AND CONTINING TILL THE TOTAL NOTE IS PAID IN FULL.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereon and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 their interests may appear, which policies shall be left and remain with the said Mortgagees 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 so to insure, or pay taxes or assessments, or of 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 or 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 the interest thereon from time of such breach at eight per cent per annum shall be recoverable by foreclosure thereof, and 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, costs of advertising, and the like 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 such 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, excepting, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right of the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is: \_\_\_\_\_  
 IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

John W. Adams (SEAL)  
 \_\_\_\_\_ (SEAL)

This instrument was prepared by Kathy Pesut Madison Bank 400 W. Madison  
 (NAME AND ADDRESS)

25264882

# UNOFFICIAL COPY

RECORDING OF DEEDS  
COOK COUNTY, ILLINOIS

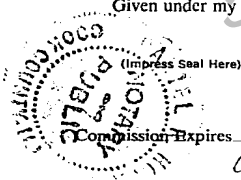
*Daniel R. Howard*  
1979 DEC 3 PM 1 50  
DEC-3-79 705554 • 25264882 • A — Rec 10.01

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Daniel R. Howard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John W. Adams

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that He signed, sealed and delivered the said instrument his 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 26th day of July, 19 79.



*Daniel R. Howard*  
Notary Public



25264882

11-28-79

BOX No. 131

SECOND MORTGAGE  
Trust Deed

John W. Adams

447 West 194th St.  
TO

Madison Bank & Trust

400 West Madison

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT