

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

26606886

This Indenture, WITNESSETH, That the Grantor Arthur Lee Davis Jr. and Norvell Sanders Davis

Sanders Davis

of the City Chicago County of Cook and State of Illinois

for and in consideration of the sum of Sixteen Thousand & Forty Seven No/100 Dollars

in hand paid, CONVEY AND WARRANT to Madison National Bank of Niles

of the City of DesPlaines 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 apparatus and fixtures and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City Chicago County of Cook and State of Illinois, to-wit:

Lot 45 and Lot 57 (except the Westerly 125 feet thereof); also Lots 46 and 56 (except the Southerly 45 feet of Lots 46 and 56 as measured along the Westerly line of South Winston Avenue, and all except the Westerly 125 feet of said Lot 56) in Block 4 in Hilliard and Dobbins 1st Addition to Washington Heights, in Sections 7 and 8 Township, 37 North, Range 14, 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 Arthur Lee Davis Jr. and Norvell Sanders Davis

justly indebted upon their principal promissory note bearing even date herewith, payable

60 monthly installment of \$267.45

THE GRANTOR covenant and agree 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 that may have been destroyed or damaged; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises; (4) to keep all buildings or improvements 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 interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) 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 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 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 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 competing 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 proceedings wherein the grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release brief 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 grantor, or of his refusal or failure to act, then any like cause and effect, the person who shall be the acting Recorder of Deeds of said County is hereby appointed to be first successor in this trust; and if for 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 17 day of MARCH A. D. 1983

This Instrument Was Prepared By

Roseagan 2432k Delta Lane Elk Grove Village, Illinois

Arthur Lee Davis Jr. (SEAL)

Norvell Sanders Davis (SEAL)

(SEAL)

(SEAL)

26606886

UNOFFICIAL COPY

RECORDED
COOK COUNTY


State of Illinois
County of Cook

Arthur Lee Davis
MAY-16-83 7 59 772 26606886 A - Rec 10.00
1983 MAY 16 PM 3:11
Rose Kagan 00000000

I, Arthur Lee Davis Jr. and Norvell Sanders Davis
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

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.

Done under my hand and Notarial Seal, this _____ day of _____ A. D. 19____

Rose Kagan


26606886

Property of Cook County Clerk's Office

Box No. 131

SECOND MORTGAGE

Trust Deed

Arthur Lee Davis, Jr. & Norvell Sanders Davis
9828 S. Winston
Chicago, Ill.

TO

Madison National Bank of Niles
9190 W. Golf Road
Des Plaines, Ill. 60016

Form 223-TD

END OF RECORDED DOCUMENT