

UNOFFICIAL COPY

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

26606886

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

of the City of 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 ap-
paratus and fixtures, and everything appertaining 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 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 1 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 installments 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 property, before
they become delinquent or due; (3) to make good all damage to buildings or improvements on said premises, by fire or otherwise,
and premises insured in companies to be selected by the grantor herein, who is hereby authorized to pay insurance in companies acceptable to the holder
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, and second, to the trustee herein as third in
order of priority, which policies shall be left and remain with the said Mortgagor or Trustees until the indebtedness is fully paid; (4) to pay all prior incumbrances
and the interest thereon from time of recordation of the same to the date of payment of the same, and to pay all subsequent incumbrances and the interest
thereon from time to time, when due, the grantor or the holder of said indebtedness may sue for and recover the same, without demand, and
all such incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agrees... in respect of which, to pay to the holder
of the same, with interest at the rate of seven per cent. per annum, shall be so much additional indebtedness secured hereby.
In the Event of a breach of any of the above covenants and agreements the whole of said indebtedness, including principal and all accrued interest,
seven per cent. per annum, shall become immediately due and payable, and with interest thereon from time of such breach, at
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 collector's fees, outlays for documentary evidence, telegraphed charges, cost of procuring or comprising abstract showing the whole
transaction wherein the grantor or any holder of any part of said indebtedness, shall or may be a party, shall also be paid by the grantor... All such expenses
and disbursements shall be an additional item upon said premises, shall be taxed as costs and included in any decree that may be made in any action
or suit, and the amount so taxed, and entered on the judgment, shall not be diminished, nor a release thereof given, until all such expenses
and disbursements, and the costs of suit, including collector'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, in 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 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 said first successor failing 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 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 MARC A. D. 1982
This Instrument Was Prepared By *X Arthur Davis* (SEAL)
Rose again
2432 Delta Lane
Elk Grove Village, Illinois
X *X Norvell Sanders Davis* (SEAL)
X (SEAL)
X (SEAL)

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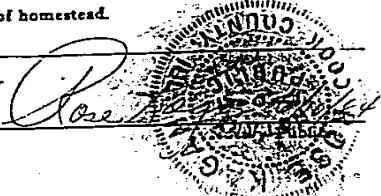
State of Illinois
County of Cook

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COOK COUNTY
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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 person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the 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



26606886

Box No. 131
SECOND MORTGAGE
Trust Deed

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

TO
Madison National Bank of Niles

9190 W. Golf Road
Des Plaines, IL 60016

Form 223-TD

END OF RECORDED DOCUMENT