

UNOFFICIAL COPY

26682021

This Indenture, WITNESSETH, That the Grantor Leroy Williams and Nathelia G. Williams (His Wife)

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

for and in consideration of the sum of Nine Thousand Three Hundred & Thirty Seven 80/100 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 of Chicago County of Cook and State of Illinois, to-wit:

Lot 8 and the North 20 feet of Lot 9 in Block 5 in
Crossant Park Markham Third addition, a subdivision
in the South half of the Northeast quarter of Section
19 Township 36 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 Leroy Williams and Nathelia G. Williams (His Wife) justly indebted upon their principal promissory note bearing even date herewith, payable

60 monthly installments of \$ 155.63

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THE GRANTOR, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as 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 on 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 on said premises and 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, and their interests may appear, which policies shall be kept and remain with the said Mortgagees 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 grantor 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, agree to repay immediately without interest, and pay 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, attorney's charges, cost of procuring or computing a letter 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 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 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 the County of Cook 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 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 1st day of July, A. D. 19 1967
This Instrument Was Prepared By Leroy Williams (SEAL)
Rose Kagan (SEAL)
2432 Delta Lane (SEAL)
Elk Grove Village, Illinois (SEAL)

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State of Illinois
County of Cook } ss.

I, JUL 15 85 2 57 26682021 A - REC 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Leroy Williams and Nathelia G. Williams (His Wife)

personally known to me to be the same person whose name s 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
day of _____ A. D. 19____

Rose Hegor
Notary Public

11 JUL 85 2 57

Property of Cook County Clerk's Office



Box No. 131

SECOND MORTGAGE

Trust Deed

Mr. & Mrs. Leroy Williams

16129 S. Wood, Markham, Illinois

TO

Madison National Bank of Miles

9190 Golf Road, Des Plaines, Ill.

26682021

CSM 223-TD

END OF RECORDED DOCUMENT