

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26840741

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Lank Hamilton and Pearl L. Hamilton, his wife

(hereinafter called the Grantor), of 1941 Wesley Ave. Evanston IL  
(No. and Street) (City) (State)

for and in consideration of the sum of Fourteen-thousand, one-hundred twenty-one and 60/100--- Dollars  
in hand paid, CONVEY AND WARRANT to State National Bank  
of 1603 Orrington Ave. Evanston IL  
(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 Evanston County of Cook and State of Illinois, to-wit:

Lot 21 in Block 6 in Craven's Resubdivision of Blocks 1, 6 and 7 in Grant and  
Jackson's Addition to Evanston in Section 13, Township 41 North, Range 13 and in  
Section 18, Township 41 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 Grantors Lank Hamilton and Pearl L. Hamilton, his wife, are  
justly indebted upon their principal promissory notes bearing even date herewith, payable

to State National Bank in the amount of \$14,121.60 to be repaid in 60 monthly  
installments of \$235.36 each beginning on the 15th day of October, 1983, and  
every month thereafter until the final monthly installment is paid on the 15th  
day of September, 1988.

The sale or transfer of the premises or an assignment of beneficial  
interest in the premises, without the written consent of the trustee  
or the holders of the note, shall constitute a default by the  
mortgagor hereunder.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 of any part 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; and indebtedness, with  
loss clause attached payable first, to the first Trustee or Mortgagee, and, secondly, the Trustee herein as their interest may appear, which  
policies shall be left and remain with the said Mortgagee 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 and 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 with interest  
thereon from time of such breach at eight 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 its terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-  
closure hereof—including reasonable attorney's fees, delays for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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 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 proceeding, whether dec-  
ree 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 to 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 with-  
out notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession and charge of said premises  
with power to collect the rents, issues and profits of the said premises.

The name of a record hereof is: Lank Hamilton and Pearl L. Hamilton, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,  
refusal or failure to act, or Recorder of Deeds 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 hands and seals of the Grantors this sixth day of September, 1983

Lank Hamilton (SEAL)  
Pearl Hamilton (SEAL)

This instrument was prepared by Judy Setala for State National Bank, 1603 Orrington Ave.  
(NAME AND ADDRESS) Evanston, IL 60204

26840741

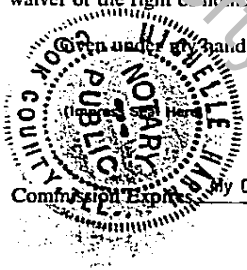
# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Michelle Harm, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lank Hamilton and Pearl L. Hamilton, his wife

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 their 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 sixth day of September, 1983



Michelle Harm  
Notary Public

*2/24/87 H. Wilson*  
RECORDED OF LANS  
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COF-83-02 642601 = 26810741 W A -- Res 10.01

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BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1983 OCT 28 AM 9:20

TO \_\_\_\_\_



GEORGE E. COLE 178 92  
LEGAL FORMS

**END OF RECORDED DOCUMENT**