

26917196

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

THIS INDENTURE, WITNESSETH, That Oliver Coleman Jr. and wife Hazel Marie Coleman  
(hereinafter called the Grantor), of the City of Chicago County of Cook  
and State of Illinois for and in consideration of the sum of 8,275.20  
Eight Thousand Two Hundred Seventy Five and 20/100 Dollars  
in hand paid, CONVEY AND WARRANT to Madison Bank and Trust  
of the City of Chicago County of Cook and State of Illinois  
and to his co-trustees 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, 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 three (3) in Block thirty (30) in Fourth Addition to Auburn Highlands in Hart's Subdiv. of Blocks thirteen (13), fourteen (14), fifteen (15) and sixteen (16) in Circuit Court Partition of the North West quarter of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, as shown by plat recorded April 13, 1914 as document 5394502, 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 Oliver Coleman Jr. and wife Hazel Marie Coleman justly indebted upon a promissory note bearing even date herewith, payable in 60 monthly installments at \$137.92 totaling \$8,275.20

THE GRANTOR covenants and agrees 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, 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 purchase insurance in companies acceptable as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee, and second, to the Trustee hereof, in the event of prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (6) to pay the indebtedness is fully paid; (7) to pay the interest thereon when due, the grantee or trustee hereof 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 to pay the same as so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent 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 by writ 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for necessary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure proceedings—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 debt upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, if a decree of sale shall have been entered or not, shall not be dismissed, nor released 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 a 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.

IN THE EVENT of the death or removal from said County of Cook of the grantee, or of his resignation, refusal or failure to act, then 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 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 Oliver Coleman Jr. this 23rd day of December 1983

Oliver Coleman Jr. (SEAL)  
Hazel Marie Coleman (SEAL)

This instrument was prepared by  
Robin Spanhoff  
9190 W. Golf Rd  
Des Plaines, Ill 60016

SECOND MORTGAGE

26917196



UNOFFICIAL COPY

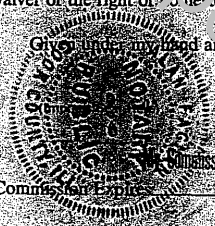
REVISED

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Alex Faerman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Oliver Coleman and HAZEL Coleman

personally known to me to be the same person 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 redemption.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 13th day of December, 1983



Alex Faerman  
Notary Public

4 JAN 21 1984  
JAN - 4 - 84 8 1 9 4 5 8 26917195 - REC 10.00



REVISED

BOX NO.

SECOND MORTGAGE  
Trust Deed

Oliver Coleman  
to  
Hazel Marie Coleman

MADISON BANK & TRUST CO.  
400 WEST MADISON STREET  
CHICAGO, ILLINOIS 60606

26917195

END OF RECORDED DOCUMENT