

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

26931621

This Indenture, WITNESSETH, That the Grantor Earnest Houston & Shirley Houston ( His Wife)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Ten Thousand Seven Hundred & Fifteen 88/100 Dollars in hand paid, CONVEY AND WARRANT to Madison Bank & Trust Company of the City of Chicago County of Cook and State of Illinois 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 5 in Block 28 of First Addition to Sheldon Heights a Subdivision of the West 1/2 of the North West 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian (EXcept that portion lying East of the West 33 feet South of the North 33 feet North of the South 33 feet and West of a line 8 feet West of West line of the East 1/2 of the East 1/4 thereof) 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 Earnest Houston and Shirley Houston ( His Wife)

justly indebted upon their principal promissory note bearing even date herewith, payable 84 monthly installments of \$ 127.57

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein 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 on said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or 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 not on 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 indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein; their costs may appear, which policies shall be let and remain with the said Mortgagee 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 to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor, 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 any all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the grantor, agrees to repay immediately without deduction as 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 accrued 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, sheriff's report's charges, cost of procuring or completing 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 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court to 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 grantee, or of his refusal or failure to act, then 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 as aforesaid, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 16TH day of OCTOBER A. D. 1983

This Instrument Was Prepared By Rose Kagan AND 2432 Delta Lane Elk Grove Village, Illinois (SEAL) X Earnest Houston (SEAL) X Shirley Houston (SEAL) (SEAL)



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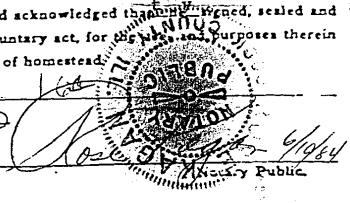
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State of Illinois }  
County of Cook }

I, Rose Kagan  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Earnest Houston and Shirley Houston ( His Wife )

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged the same to be his<sup>er</sup> own, sealed and  
delivered the said instrument as a free and voluntary act, for the purposes therein  
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this  
day of October A. D. 1985



Property of Cook County Clerk's Office

26931621 - A - REC 19.00

17 JAN 84 2:40



Box No. B1  
SECOND MORTGAGE  
Trust Deed

Mr. & Mrs. Earnest Houston  
11414 S. Wallace, Chicago, Illinois  
TO  
Madison Bank & Trust  
400 W. Madison, Chicago, Illinois

26931621

END OF RECORDED DOCUMENT