

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

0137516-1305841

This Indenture, WITNESSETH, That the Grantor 26119952

K. C. ALLEN

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

for and in consideration of the sum of Thirty Thousand Five Hundred Eighty Nine and 7/8 Dollars

in hand paid CONVEY AND WARRANT to Continental Illinois Nation Bank & Trust Co. whose principal address is 231 South LaSalle Street Chicago Illinois 60693

of the City of Chicago, Cook 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, Cook County of Cook and State of Illinois, to-wit:

Lot forty-five (45) (except the North 15 feet thereof) and the North 20 feet of lot forty-four (44) in block five (5) in Baird and Rolands subdivision of the West 1/2 of the North East 1/4 of Section 31, Township 28 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 K. C. Allen One

justly indebted upon One principal promissory note bearing even date herewith, payable in monthly installments of \$561.07 to commence on February 5, 1982, with final payment due on January 5, 1992, of \$560.64, if not sooner paid.

26119952

THE GRANTOR covenants and agrees 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, if any have been levied or assessed; (3) to pay prior to the first day of June in each year, all taxes and assessments on said premises, if any have been levied or assessed; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now on 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 indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein, 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 such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or 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, and shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such indebtedness, at the rate of seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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, stenographer'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 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 hereof 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 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 first successor in this trust; and if for any reason 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 this 15th day of January A. D. 19 82

X [Signature] (SEAL) (SEAL) (SEAL) (SEAL)

This instrument was prepared by Margaret B. Whitehead 231 S. LaSalle Street Chicago, Ill. 60693

UNOFFICIAL COPY

JAN 21 PM 2 35

JAN-21-02 579646 26119952 10.00

State of ILL
County of COOK ss.

I, L. Morrison
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 whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ 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 5th
day of Jan A. D. 1902
L. Morrison
Notary Public.

Property of Cook County Clerk's Office

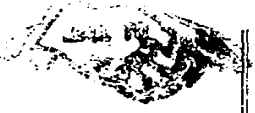


COMMERCIAL TRUST COMPANY
231 SOUTH LA SALLE STREET, CHICAGO, ILL. 60601

26119952

Box No. _____
SECOND MORTGAGE
Trust Deed

to



26119952
Office

END OF RECORDED DOCUMENT