

27425369

TRUST DEED.
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

THIS INDENTURE, WITNESSETH, That James Pierce and Ella M. Pierce h & wife
615 S. Campbell
(hereinafter called the Grantor), of the City of Chicago County of Cook
and State of Illinois, for and in consideration of the sum of (\$7200.00)
Seven thousand two hundred and no/100 Dollars
in hand paid, CONVEY s AND WARRANT s to Madison Bank and Trust Co.
of the City of Chicago 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 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
or Chicago County of Cook and State of Illinois, to-wit:

Lot 1 in the Subdivision of Lots 73 to 76 of H.R. Spfford's Subdivision of
the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Southeast
Quarter (¼) of Section 13, Township 39, Range 13 in Cook County, Illinois

615 S. Campbell Chicago, Illinois 60612

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 James Pierce and Ella M. Pierce his wife
justly indebted upon their principal promissory note bearing even date herewith, payable

60 monthly installments of \$181.36 until paid in full.

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 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 place insurance in companies acceptable
to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Trustees of said mortgage, and, second, to the Trustee herein
as their interests may appear, which policies shall be left and remain with the said Trustee or Trustees until said 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 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 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 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 the date 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 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 documentary evidence, steno-grapher's charges, cost of procuring or completing abstract showing
the whole title of said premises embracing foreclosure deed, 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 said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such
expenses and disbursements shall be an additional charge on said premises, and shall be taxed as costs and included in any decree that may be rendered in such
foreclosure proceedings; which proceeding, if a suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors,
and administrators and assigns of the Grantor, 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 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 the grantee, or of his resignation, refusal or
failure to act, then _____ 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 s and seal s of the Grantor s this 22nd day of December, 19 84

This instrument prepared by:
Marvin G. Levin
4021 W. Irving Park Rd.
Chicago, IL 60641

James Pierce (SEAL)
Ella M. Pierce (SEAL)

Property of Cook County Clerk
27425369

UNOFFICIAL COPY

RETURN TO

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Marvin G. Levin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Pierce and Ella M. Pierce his wife

personally known to me to be the same person s 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 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 22nd day of December, 19 84.

(Impress Seal Here)

Marvin G. Levin
Notary Public

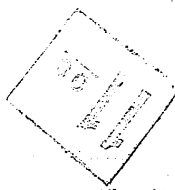
Commission Expires 9/19 86

27425369

30 JAN 05 1985

JAN 30 1985 19 44 27425369 A - REC 11.00

27425369



BOX No. 131

SECOND MORTGAGE
Trust Deed

James & Ella Pierce

TO

Madison Bank

REGISTER FROM THE CLERK OF COOK COUNTY

27425369

END OF RECORDED DOCUMENT