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27059047

This Indenture, WITNESSETH, That the Grantor James Branch & Reynonda Laster Branch ( His Wife)

of the City of Oak Park County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand Nine Hundred & Seventy Nine 40/100 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 Oak Park County of Cook and State of Illinois, to-wit:

Lot 2 in Block 1 in Gunderson's Third Addition to Oak Park, being a resubdivision of the First Addition to the Highlands, being a subdivision of the West 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 39 North, Range 13, 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 James Branch and Reynonda Laster Branch ( His Wife)

justly indebted upon their principal promissory note bearing even date herewith, payable

60 monthly installments of \$ 132.99

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THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said... 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 exhaust proceeds 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 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 indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as to the proceeds of any policy, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior mortgages and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the 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, and all prior incumbrances and the interest thereon from time to time; and all moneys so paid, the grantor... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be as 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 by both, the same as if all of said indebtedness had then matured by express terms.

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, attorney'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 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 any 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... 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 in 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

... of said County is hereby appointed to be first successor in this trust; and if for some reason said first successor fails or refuses to act, the person who shall be the acting trustee 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 receive said premises in the party entitled, on receiving his reasonable charges.

Witness the hand, and seal, of the grantor this 9TH day of FEBRUARY A. D. 1924

This Instrument Was Prepared By Rose Kagan (SEAL)

2432 Delta Lane Elk Grove Village, Illinois Reynonda L. Laster Branch (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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State of Illinois  
County of Cook } ss.

I, Rose Kagan  
a Notary Public in and for said County, in the State of Illinois, do hereby certify that 10.00  
James Branch & Reynonda Lester Branch (His wife)

personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

Rose Kagan  
Notary Public

Property of Cook County Clerk's Office

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25 APR-84 2:27

10.00

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Box No. 131  
SECOND MORTGAGE  
Trust Deed  
TO

END OF RECORDED DOCUMENT