

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

26787809

27134706

THIS INDENTURE, WITNESSETH, That Hall Michael Cummings & Mary Cummings

(hereinafter called the Grantor), of the City of Chicago County of Cook and State of Illinois, for and in consideration of the sum of Twenty Nine Thousand Seven Hundred Three & 20/100 Dollars

in hand paid, CONVEYS AND WARRANTS to Seaway National Bank 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 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 15 in Block 3 in Cepek's Subdivision of the North half of the Southwest Quarter of the Southwest 1/4 of Section 36, Township 38 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 Hall Michael Cummings & Mary Cummings justly indebted upon one certain principal promissory note bearing even date herewith, payable

Seaway National Bank of Chicago, for a total sum of \$29,773.20 in 120 monthly installment of \$248.11 beginning Sept. 26, 1983 and if not paid sooner due Aug. 26, 1993

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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 of 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 such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Trustee in Default, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees, until such 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 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 or pay all prior incumbrances and the interest thereon from time to time; and all monies 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.

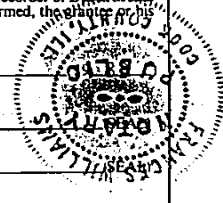
IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such 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 were 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, 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 charge upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when a decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the cost 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 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 Cook County of the grantee, or of his resignation, refusal or failure to act, then Hall Michael Cummings 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 this 12th day of August

Hall Michael Cummings  
Hall Michael Cummings  
Mary Cummings  
Mary Cummings



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STATE OF Illinois  
COUNTY OF Cook

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hall Michael Cummings & Mary Cummings

personally known to me to be the same persons 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 homestead.

Given under my hand and notarial seal this 12th day of August, 19 83



Frances Williams  
Notary Public

### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Seaway National Bank of Chicago which is recorded in the Office of the Recorder of Deeds, Cook County, as Document #26787809, and the notes described therein which it secures are hereby assigned and transferred to United States of America without recourse upon the mortgage.

Witness the hand and seal of said mortgagee, this 14th day of June, 1984.

William E. Hetler (SEAL)  
William E. Hetler, Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

27134706

Before me, the undersigned, a Notary Public in and for said County, this 14th day of June, 1984, came William E. Hetler and acknowledges the execution of the annexed release of mortgage. IN WITNESS THEREOF, I have hereunto subscribed my name and affixed my office seal.

William E. Hetler  
Notary Public  
My commission expires 5/9/87

19 84 9 15

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**



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SEAWAY NATIONAL BANK  
645 EAST 87th STREET  
0808 SIONTIN, ILLINOIS 08010  
27134706

26787809 #

END OF RECORDED DOCUMENT