

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

27317921

49-38963

This Indenture, WITNESSETH, That the Grantor Michael W. Cobbs, a bachelor

of the Village of Maywood County of Cook and State of Illinois

for and in consideration of the sum of Fifty seven hundred thirty one and 68/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, Trustee

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, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the Village of Maywood County of Cook and State of Illinois, to-wit: The South 16 2/3 Feet of Lot 44 and the North 15 2/3 Feet of Lot 43 in Block 34 in Proviso Land Association's Addition to Maywood in Section 10, Township 39 North, Range 12 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 Michael W. Cobbs, a bachelor justly indebted upon one principal promissory note bearing even date herewith, payable LAKEVIEW BANK

payable in 48 successive monthly installments each of 119.41 due MONTHLY on the note commencing on the 19 day of NOV. 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A JEROME BROWN COPY

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 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 their interests may appear, which policies shall be left 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 times 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 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 a prior incumbrance and the interest thereon from time to time, and all money so paid, the grantor... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of 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 by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure by or for... 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 under said 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 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... and his 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 Cook County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey... 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 grantor 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 5th day of OCTOBER A. D. 1984

27317921

State of Illinois }
County of Cook } 55.

31 OCT 84 12:42

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I, Strat R. Keisman

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Michael W. Cobbs, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 OCTOBER, A. D. 1984.

Strat R. Keisman
Notary Public.

001-31-04 977208 27317921 A - REC 10.00

Property of Cook County Clerk's Office

Box No. 144

SECOND MORTGAGE

Trust Deed

TO

GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

1st METROPOLITAN BUILDERS CO.

Lakeview Trust & Savings Bank
3201 N. Ashland Ave.
Chicago, Ill. 60657
312/525-2180

27317921

END OF RECORDED DOCUMENT