

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 224 5 2 0 85208843

THIS INDENTURE, WITNESSETH, That MANDY B. CLARK and Jimmie Clark

(hereinafter called the Grantor), of the CITY of CHICAGO County of COOK
and State of ILLINOIS, for and in consideration of the sum of
SIX THOUSAND SEVEN HUNDRED FIFTY-FOUR AND 80/100 Dollars
in hand paid, CONVEY AND WARRANT to Edison Bank & Trust Company
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:

Add: 6038 S. Honore Chicago, IL 60636

Index# 20-18-410-039

Lot 552 in E. A Cummings & Company's 63rd Street Subdivision of the W. 1/4 of the SE 1/4 of Section 18, Township 38 N., Range 14, East of the Third Principal Meridian, 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 MANDY B. CLARK and Jimmie Clark

is indebted upon A principal promissory note bearing even date herewith, payable

60 INSTALLMENTS OF \$112.58 UNTIL PAID IN FULL.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and as said note or notes provided, 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) To insure said premises after destruction or damage to rebuild or repairs to restore all buildings or improvements on said premises that may have been destroyed or damaged, or that may be destroyed or damaged, and to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of said first mortgage mortgage, with him as the insured party, so the first Trustee of said mortgage, and, so long as the mortgage is not fully paid, to pay all such premiums, and the interest thereon, at the time and times when the same shall become due and payable.

In the event of the death or removal from said County of the grantor, or of his resignation, refusal or failure to act, then 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.

In the event of a breach of any of the aforesaid covenants or agreements, the holder of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become and stand due and payable, and with interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereon as at law, or by the same as if all of said indebtedness had then matured by express term.

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 necessary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises under the foregoing instrument, shall be paid by the Grantor, and the said expenses and disbursements, occasioned by any suit or proceeding wherein the Grantor 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 on said premises, shall be taxed as costs and included in an order that may be rendered in such foreclosure proceedings, which pre-judgment order of decree of sale shall have been entered or not, shall not be disturbed nor release hereof given, until all such expenses and disbursements, and the cost of suit, including attorney's fees have been paid. The Grantor hereby waives 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 a 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 grantor, or of his resignation, refusal or failure to act, then 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 14TH day of AUGUST 1985

THIS INSTRUMENT PREPARED BY:

JAN LUKSIK
3246-48 N. CICERO
CHICAGO, IL 60641

Mandy Clark
Jimmie B. Clark

(SEAL)

(SEAL)

UNOFFICIAL COPY

Box No. 131

SECOND MORTGAGE
Trust Deed

Sample & Nondy B. Clark

TO

Washington Bank

85208843



DEPT. OF RECORDS
14111 TRAM 6557 05/27/05 13:39:00
*4742 & 44 * -85-208843

Commission Expires April 11, 1986

(Impress Seal No. 1)

Given under my hand and notarial seal this 14 day of May 1985

waiver of the right of homestead.

instrument as free and voluntary act, for the uses and purposes therein set forth, indicating the release and

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

personally known to me to be the same person 5 whose names are subscribed to the foregoing instrument.

State aforesaid, DO HEREBY CERTIFY that Mary Clark and George Clark
a Notary Public in and for said County, in the

I,

Edmund S. Kaul

COUNTY OF

Cook

STATE OF

Illinois

ss.