

UNOFFICIAL COPY

FORM NO. 2202
April 1983

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INSTRUMENT WITNESSETH, That Hilton Humphrey, a Bachelor

(hereinafter called the Grantor), of 11732 S. Parnell Chicago Illinois

for and in consideration of the sum of Six Thousand & No/100 Dollars

in hand paid, CONVEY AND WARRANT to AVENUE BANK NORTHWEST
of P. O. Box 48-283 Niles Illinois

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

87469043

Above Space For Recorder's Use Only

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 is justly indebted upon ILLS principal promissory note bearing even date herewith, payable in full on the maturity date of February 16, 1988

87469043

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 when due 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 holder of the first mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same are 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12 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 time of such breach at 12 per cent per annum, shall be recoverable by foreclosure in rem, or by suit at law, or both, the sum of all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements and/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 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 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 costs 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 person 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 said premises.

The name of a record owner is Hilton Humphrey, a Bachelor

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then AVENUE BANK NORTHWEST 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 of 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.

This trust deed is subject to _____

Witness the hand and seal of the Grantor this 20th day of August, 19 87

X Hilton Humphrey (SEAL)
Hilton Humphrey

Please print or type name(s) below signature(s)

(SEAL)

This instrument was prepared by Avenue Bank Northwest - P. O. Box 48-283 - Niles, Illinois 60648
(NAME AND ADDRESS)

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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 _____

Hilton Humphrey, a Bachelor
personally known to me to be the same person who 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 20th day of August, 1987

(Impress Seal Here)

Carol Antella
Notary Public

Commission Expires 5/09/89

Property of Cook County Clerk's Office

87A63043

BOX No.

SECOND MORTGAGE

Trust Deed

TO

UNOFFICIAL COPY

LEGAL DESCRIPTION

1 0 0 3 4 3

Lots thirty five (35) and thirty six (36) and the North six (6) feet of Lot thirty four (34) in Block two (2) in the Resubdivision of Lots eleven (11) to sixteen (16) and twenty seven (27) to thirty two (32) all inclusive in Block one (1) and Lots eleven (11) to thirty two (32) inclusive in Block two and Lots one (1) to ten (10) inclusive in Block three (3) together with sixteen (16) feet alley running East and West through the South half (1/2) of original Block two (2) aforesaid, and sixteen (16) feet alley running East and West through the North half (1/2) of original Block three (3) all in Hannah B. Gano's Addition to Pullman, a Subdivision of the West half (1/2) of the Southeast quarter (1/4) of the Southwest quarter (1/4) of Section twenty One (21), Township thirty seven (37) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

-87-469043

PERMANENT TAX NUMBER: 25-21-323-026

al *F140 AD*

Property of Cook County Clerk's Office

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1200

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BOOE

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Property of Cook County Clerk's Office

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