

UNOFFICIAL COPY

87469222

THIS INDENTURE, WITNESSETH, That Vera L. Kowson 10349 S. Emerald (hereinafter called the Grantor), of the City of Chicago County of Cook and State of Illinois, for and in consideration of the sum of Eleven Thousand Eight Hundred & Fifty Two 20/100 Dollars in hand paid, CONVEY AND WARRANT to MADISON BANK & TRUST CO 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:

The N1/2 of Lot 32 and all of Lot 33 in Block 1 in Whiteside's Sub of the N1/2 of Lots 4 and 5, in the School Trustee' Sub of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY: 10349 S. EMERALD CHGO ILL. 60628 P.I. N.F. 25-16-101-080 CBO AD

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 Vera L. Kowson justly indebted upon for principal promissory note bearing even date herewith, payable

In 72 monthly installments of \$164.60 until paid in full.

87469222

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, 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 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 moneys 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 principal and interest 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 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 had 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 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 on 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 costs of such suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor reserves 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 an interest in the premises, 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 grantee, or of his resignation, refusal or failure to act, then 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 16th day of June 19 87

This Instrument Was Prepared By Rube Kagan 2432 Delta Lane Elk Grove Village, Illinois

Vera L. Kowson (SEAL) Vera L. Kowson (SEAL)

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook } ss.

I, Rose Kagan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vera L. Newson

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 she 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 16th day of June, 19 87

(Impress Seal Here)

Rose Kagan  
Notary Public

Commission Expires 6/19/88

DEPT-01 RECORDING \$12.00  
T#1111 TRAN 8301 08/25/87 13:57:00  
#2958 #A \* 87-469222

COOK COUNTY RECORDER

87469222

12-00

87469222

SECOND MORTGAGE  
Trust Deed

Vera  
Carders, Newson  
10349 S. Emerald  
Chicago, Ill. 60628

TO TRUSTED  
MADISON BANK  
400 WEST MADISON STREET  
CHICAGO, ILLINOIS 60606

BOX No. 131