

## UNOFFICIAL COPY

1070-8

88599483

This Indenture, WITHNESSETH, that the Grantor Enoch Davis, Jr. & Darlene D. Davis, his wife (J).

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Four thousand six hundred ten & 40/100 Dollars in hand paid, CONVEY, AND WARRANT to 1st. Metropolitan Blds, Inc.

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 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: 532 N. Harding, Chicago, IL, Lot 11 in Block 12 in Harding's Subdivision of the W. 1/2 of the NW 1/4 of Section 11, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 16-11-118-027

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 Enoch Davis, Jr. & Darlene D. Davis, his wife (J)

justly indebted upon one principal promissory note bearing even date herewith, payable 1st. Metropolitan Blds, Inc. assignee B-Discount Co.

payable in 60 successive monthly installments each of 76.84 due

on the note commencing on the 27th day of Jan 1989, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

THE GRANTOR, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes 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 company to be selected by the grantee herein, who is hereby authorized to place such insurance, and to collect the premium therefor from the insurance company, and to deduct the same from the amount of the monthly payment to the Trustee herein; and, second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagors 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 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 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 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 complainant in connection with the foreclosing of this— including reasonable solicitors 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 in due course 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 not 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 given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators, and assigns of grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees, 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 County of the grantee, or of his refusal or failure to act, then

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 15th day of November, A.D. 1988

Prepared by:

Leida Trevino

4258 N. Cicero

Chg, IL 60641

*Enoch Davis*

*Darlene Davis*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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SECOND MORTGAGE

## Trust Deed

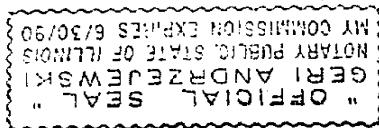
Box No. ....

TO

THIS INSTRUMENT WAS PREPARED BY:

DEPT-01 \$12.25  
T#1111 TRAN 2589 12/29/88 14:15:00  
#4690 # A \*-88-599483  
COOK COUNTY RECORDER

Mail to: B-DI-ESOUNT CO.  
4801 W. Fullom  
Chicago, IL 60641



Notary Public

I, Gerri Andrzejewski, this witness, D., Davids, this witness (j),  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Enoch, Davids, Jr., & Daughene  
personally known to me to be the same person whose name is BITE, subscribed to the foregoing instrument  
as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Instrument, prepared before me this day in person, and acknowledged that the same was read and delivered the said instrument  
day of DEC., 1988. 28th  
Under my hand and Notarial Seal, this day of DEC., 1988.

Community of Chicago  
County of Illinois  
} 55.