

THIS INDENTURE, WITNESSETH, That CHARLIE COGWELL AND CALLIE COGWELL, HIS WIFE

(hereinafter called the Grantor), of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of TWO THOUSAND THREE HUNDRED EIGHTY DOLLARS AND NO/100 (\$ 2m380.00) Dollars

in hand paid, CONVEY AND WARRANT to North Avenue Lumber & Construction Co., 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, 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:

Permanent Real Estate Index Number: 13-32-312-028

Legal Description: Lot 8 in Block 3 in Mills and Sons Resubdivision of sundry lots in Blocks 2, 3, 10 and 11 in Gale and Welch's Resubdivision of part of A. Gale's Subdivision of the Southeast Quarter of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

Address of Property: 1736 N. Meade, Chicago, Cook County, Illinois

PIN - 13-32-312-028

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 Charlie Cogwell and Callie Cogwell, his wife

justly indebted upon _____ principal promissory note bearing even date herewith, payable

in 24 monthly installments of \$99.17, commencing 30 days after completion of work.

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 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 first clause attached payable first to the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time and times when the same shall become due and payable.

IN THE EVENT of fire, theft, or other casualty or assessments or the prior incumbrances or the interest thereon when due, the grantor or the holder of said premises shall procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or discharge said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees 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 any of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had been incurred by express terms.

It is Agreed that the Grantor shall pay all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees for documentary evidence, stenographer's charges, cost of producing or compiling abstract showing the whole of said premises embracing foreclosure decree—shall be paid by the Grantor, and the like expenses and disbursements, reasonable attorney's fees or proceeding where in the grantee or any holder of any part of said indebtedness, at such time 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 release hereof given, until all such expenses and disbursements and the costs of suit, including a trustee's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right in the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to enforce 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 COOK 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 trust, and if for any cause said first successor fails 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 11st day of March, 1988

Charlie Cogwell (SEAL)

Callie Cogwell (SEAL)

UNOFFICIAL COPY

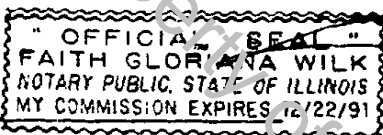
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Faith Gloriana Wilk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charlie Cogwell and Callie Cogwell, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 31st day of March, 1988.

(Impress Seal Here)



Faith Gloriana Wilk
Notary Public

Commission Expires

DEPT-01 \$12.25
T#1111 TRAN 3323 08/23/88 12:40:00
#0041 # A * -88-383127
COOK COUNTY RECORDER

88383127

88383127

SECOND MORTGAGE
Trust Deed

TO

Property of Cook County Clerk's Office