

UNOFFICIAL COPY

SECOND MORTGAGE (ILLINOIS)

61-21423

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THIS INDENTURE WITNESSETH. That

MARY BROWN

(hereinafter called the Grantor), of

7122 S. EUCLID CHGO. IL. 60649for and in consideration of the sum of SIXTEEN THOUSAND NINE HUNDRED AND FIFTY 00/100 Dollars

in hand paid CONVEY S AND WARRANT S to

Madison National Bankof 9190 GOLF RD. DESPLAINES, IL. 60015as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air conditioning, central 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, as follows:

LOT 6 IN BLOCK 2 IN SOUTH KENWOOD RESUBDIVISION OF SOUTH KENWOOD EXPECT LOT 9 AND 21 OF BLOCK 6 OF THE SAID SOUTH KENWOOD IN SECTION 25, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, IL.

Hereby releasing and waiving, all rights under and by virtue of the homestead exemption laws of the State of Illinois

Permanent Real Estate Index Number 20-25-108-012Address(es) of premises: 7122 S. EUCLID CHICAGO, ILLINOIS 60649

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantor is fully indebted to the A principal promisor note in bearing even date herewith, payable**IN 120 MONTHLY INSTALLMENTS OF \$298.76 UNTIL PAID IN FULL.**90482961

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, at such and in such 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 the buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall be discontinued, (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who hereby is authorized to place such insurance at companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Lender in Mortgage, 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 encumbrances, and the interest thereon, at the same 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 encumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments in the name and to the credit of the grantee or the holder of said indebtedness, 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.

17.0 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 by whole or 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

17.0 per cent per annum, shall be recoverable by legal suit thereon, 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 preparing or obtaining an abstract showing the whole title of said premises embracing the foreclosure decree, the fees paid by the Grantor, and the fee expenses and attorney's fees, necessary to any suit or proceeding wherein the grantee or any holder of an interest in said indebtedness, as such, may be a party, shall be paid by the Grantor. All such expenses and disbursements shall be an additional debt on said premises, to be paid as such and included in any debt or debts to be rendered in such foreclosure proceedings, whilst proceeding, unless a decree of sale shall have been entered in the cause, to be discontinued, however, if no sale be given, until all such expenses and disbursements, and the sum 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 the use of, 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 the said premises.

The name of a record owner is Mary Brown

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

Madison National Bank

said County is hereby appointed to be the sole successor in this trust.

and if for any like cause, another 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 the 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

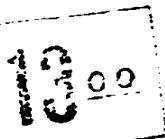
Witness the hand and seal of the Grantor this 6TH day of

JUNE 1990

Jill Berkowitz

(SEAL)

(SEAL)

Please print or type name(s)
below signature(s)This instrument was prepared by SHELLY BERKOWITZ 4747 PETERSON, Chicago, Illinois
NAME AND ADDRESS

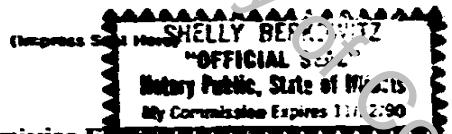
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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that MARY BROWN

personally known to me to be the same person whose name I S. subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said
instrument as H.E. 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 official seal this 6TH day of JUNE, 1990.



Commission Expires

Shelly Berkowitz
Notary Public

BOX No. 400-252061

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

U.S. POSTAL SERVICE
POSTAGE PAID

GEORGE E. COLE®
LEGAL FORMS