

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

90213252

THIS INDENTURE WITNESSETH that Byron W. Powers and Beverly A. Meekins-Powers, his wife

(hereinafter called the Grantor) of 4807 S. Prairie Chicago Illinois

for and in consideration of the sum of Eighteen Thousand Five Hundred Dollars & NO/100 Dollars

in hand paid, CONVEY AND WARRANT to Madison National Bank 9190 W. Golf Rd., Des Plaines, IL 60016

as Trustee, and to his successors in trust herein, her 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:

Above Space For Recorder's Use Only

The South 14.5 feet of Lot 4 and Lot 5 (except the South 19.5 feet thereof) and except the East 25 feet of each of said lots conveyed to the Chicago South Side Rapid Transit Railroad Company for elevated railroad) in Herman Doescher's Sub-division of the North 2 Acres of the West 4 Acres of the 8 Acres lying North and adjoining the South 12 Acres of the North East 1/4 of the North West 1/4 of Section 10, Township 38 North; Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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 to principal promissory note bearing even date herewith, payable

In 180 equal installments of \$281.65 or until paid in full

90213252

Permanent Index Number: #20-10-110-003

Commonly Known As: 4807 S. Prairie Chicago, Illinois 60615

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 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 and bondedness, with loss 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 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 they shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances, the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or purchase or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 16.50 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, a 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 16.50 per cent per annum, shall be recoverable by foreclosure, 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 deed, 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 proceedings, 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 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 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.

The name of a record of Byron W. Powers and Beverly A. Meekins-Powers

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 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 29th day of December, 1989

X Byron W. Powers (SEAL)  
Byron W. Powers

X Beverly A. Meekins-Powers (SEAL)  
Beverly A. Meekins-Powers

Please print or type names of below signatories:

This instrument was prepared by Lynn Pozin 4868 W. Dempster St. Skokie, Ill. 60077 (NAME AND ADDRESS)

# UNOFFICIAL COPY

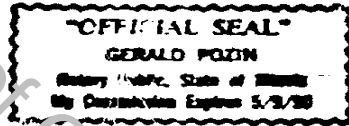
STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Gerald Pozin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Byron W. Powers and Beverly A. Meekins-Powers

personally known to me to be the same persons whose names 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 29th day of December, 1989

(Impress Seal Here)



*Gerald Pozin*  
Notary Public

Commission Expires \_\_\_\_\_

DEPT. OF RECORDS \$15.00  
FEE \$4.00 05/24/90 15 00 00  
#19 \* E \* 90-243252  
COOK COUNTY RECORDER

90243252

TO

BOX No.

SECOND MORTGAGE

Trust Deed

*Original To:*  
*Notary Public*  
*Use for*

90243252

*7/3/90*

Property of Cook County Clerk's Office