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Charles N. Edmonds (Divorced and not remarried) and Loretta Scott (Divorced and not remarried), as Joint Tenants and not as Tenants in Common, hereinafter called the Grantor, of 9550 S. Charles Chicago, Ill.

for and in consideration of the sum of Ten and No/100ths (10.00) Dollars

in hand paid, CONVEY AND WARRANT to Beverly Bank of 1357 W. 103rd St., Chicago, Ill.

as Trustee, and to his successors in trust hereinafter 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 half of Lot 42 in Block 5 in Hilliard and Dobbin's First Addition to Washington Heights, a Subdivision of the East 1/2 of the Northeast 1/4 of Section 7, and of the Northwest 1/4 of Section 8, Town 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Identification No. 25-07-212-024 AKA - 9550 S., Charles, Chicago, Ill.

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NOTE IDENTIFIED

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 upon their installment note dated April 9, 1988, payable to the order of and delivered to the Trustee, in and by which the Grantor promises to pay the principal sum of Twenty Three Thousand Thirty Seven and 60/100ths DOLLARS (\$23,037.60) in 59 installments of \$383.92 each beginning May 20, 1988, and a final installment of \$83.96 payable on April 20, 1993, and all of said indebtedness is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder of 1357 W. 103rd St., Chicago Illinois 60643.

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 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, 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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and any 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 grantor 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 eighteen 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 eighteen 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 and taxing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 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 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 owner is Loretta Scott (Divorced and not remarried) and Charles N. Edmonds (Divorced and not remarried) as Joint Tenants and not as Tenants in Common.

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 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 First mortgage in favor of Talman Home Mortgage Co.,

Witness the hand and seal of the Grantor this 9th day of April, 1988.

Charles N. Edmonds (SEAL)
Loretta Scott (SEAL)

Please print or type name(s) below signature(s)

This instrument was prepared by James P. Michalek, 1357 W. 103rd St., Chicago, Ill. 60643

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, LEASTER J. ROBINSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles N. Edmonds and Loretta Scott *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 official seal this Ninth day of April, 1988.

(Impress Seal Here)

Leaster J. Robinson
Notary Public

Commission Expires March 31, 1990

TRUST COPY DUPLICATE	2ND MORTGAGE Trust Deed 9976 976	<p>TO _____</p> <p>Picnic _____</p> <p>Deliver _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Chicago</p> <p>James B. Michalek 1359 W. 95TH St. Chicago, Ill. 60643</p> <p>Box 90</p> <p>BEVERLY BANK 1957 W. 183RD ST. CHICAGO, ILL. 60643</p>
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