

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202NW 21 650 861

This Indenture, WITNESSETH, That the Grantor is CHARLIE POPE and HANNAH G. POPE, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty-nine Hundred Thirty-six & 51/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee 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: Lot 203 in Downing a Subdivision of Lots 7 to 14, both inclusive in J. H. Kedzies Subdivision of the South West Quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, (except streets heretofore dedicated in Cook County, Illinois.

Proper

He hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In witness whereof, for the purpose of securing performance of the covenants and agreements herein, The Grantor, CHARLIE POPE and HANNAH G. POPE, his wife justly indebted pay their own principal promissory note bearing even date herewith, payable R & E CONSTRUCTION CO., for the sum of Twenty-nine Hundred Thirty-six & 51/100 Dollars (\$2936.51) payable in 36 successive monthly instalments each of \$81.57 except the final instalment which shall be the balance due on this note commencing on the 1st day of Dec. 1971, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees 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 companies to be selected by the grantee hereunder, 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 said Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be kept 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 the same shall become due and payable; (7) in the event of failure to insure, or pay taxes or assessments, or of any incumbrance 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 other 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; (8) in the event of a breach of any of the foregoing 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, as 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; (9) in answer to the grantor, that all expenses and disbursements paid or incurred, in whole or in part, by the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, attorney's charges, costs 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 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 in the event of 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, unless a release hereof 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 said 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 bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without delay 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 Cook County of the grantor, August G. Merkel of said County is hereby appointed to be the acting Recorder of Deeds of said County, to be hereby appointed to be second successor in this trust. And when all the foregoing covenants and agreements are performed, the grantor or his successors in part, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 1st day of Dec. 1971 A. D. 1971 X Charlie Pope (SEAL) X Hannah G. Pope (SEAL)

21 650 861

Office

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State of Illinois
County of Cook } ss.

I, Virginia K. Jones

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
CHARLIE POPE and HANNAH G. POPE, his wife

personally known to me to be the same person 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 of their free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

Witness under my hand and Notarial Seal, this 1st
day of October A. D. 1971

Virginia K. Jones



Property of Cook County Clerk

1971 OCT 4 AM 11:19

OCT-4-1971 512998 • 21650861 - A - Rec 5.00



Box No. 245

SECOND MORTGAGE

Trust Deed

CHARLIE POPE and

HANNAH G. POPE, his wife

TO

JOSEPH DEZONNA, Trustee.

NORTHWEST NATIONAL BANK

OF CHICAGO

CONSUMER CREDIT DEPT.

3973 N. MILWAUKEE AVE.

CHICAGO, ILLINOIS 60641

21650861

END OF RECORDED DOCUMENT

2025 RELEASE UNDER E.O. 14176