

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW 21 711 404

This Indenture, WITNESSETH, That the Grantor S. MILLARD CLARK and BERNICE CLARK, his wife

of the City Chicago County of Cook and State of Illinois

for and in consideration of the sum of Twenty-five Hundred Sixty-four & 10/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City 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 Chicago County of Cook and State of Illinois, to-wit:

The North 8 feet of Lot 19 and all of Lot 20 in Oliver L. Watson's 2nd Belmont Avenue Addition to Chicago in the South East quarter (1/4) of Section 19, Township 40 North, Range 13, 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 S. MILLARD CLARK and BERNICE CLARK, his wife justly indebted upon their joint principal promissory note bearing even date herewith, payable NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Twenty-five Hundred Sixty-four & 10/100 Dollars (\$2564.10) payable in 60 successive monthly instalments each of \$42.70 except the final instalment which shall be the balance due on this note commencing on the 10th day of Jan 1927 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 allowed; (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 first 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 the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, 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 prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor, her heirs, executors, administrators and assigns shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and a part of the indebtedness secured hereby, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring a competing 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 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor, her heirs, executors, administrators and assigns waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 notice to the said grantor, or to any party claiming under said grantor, appoint a receiver 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 grantee, or of his heirs, executors, administrators, then August G. Merkel of said County is hereby appointed to be first successor in said 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 the aforesaid covenants and agreements are performed, the grantor 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 11th day of Nov, A. D. 19 27

Millard Clark (SEAL)

Bernice Clark (SEAL)

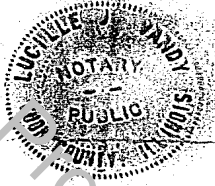
(SEAL)

(SEAL)

21 711 404

State of Illinois }
County of Cook } ss.

I, Lucille J. Vandy
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
MILLARD CLARK and BERNICE CLARK, his wife



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 11th
day of Nov A. D. 1971

Lucille J. Vandy
Notary Public

Property of Cook County Clerk's Office

1971 NOV 15

REC-11 57

NOV-15-71 5:16 458 • 21711404 A — Rec

5.00



Box No. 246

SECOND MORTGAGE

Trust Deed

MILLARD CLARK and

BERNICE CLARK, his wife

TO

JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK

OF CHICAGO

CONSUMER CREDIT DEPT.

3678 N. MILWAUKEE AVE

CHICAGO, ILLINOIS 60641

21711404

END OF RECORDED DOCUMENT