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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

Geo E Cole & Co Chicago
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor
OLIVER C. BROWN and T. ELLA BROWN his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of One Thousand one hundred ninety two 15/100 Dollars

in hand paid, CONVEY AND WARRANT to EUROPA ACCEPTANCE CORPORATION
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:

The North 10 feet of lot 37 and 38 (except the North 5 feet of said lot 38 in block in Drexel Park, a subdivision of the East 1/4 of the North 1/2 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Hereby releasing and waiving all right 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 OLIVER C. BROWN and T. ELLA BROWN his wife justly indebted upon principal promissory note bearing even date herewith, payable one hundred Dollars payable on August 25, 1970 and ten payments of one hundred Dollars and one payment of ninety two Dollars 13/100 payable monthly thereafter

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, as 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 real estate, or to cause 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 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; (7) in the event of failure to insure, or pay taxes or assessments, or the price incumbrances or the interest thereon, then 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 lien affecting said premises or pay all prior incumbrances and the interest thereon in time to time; and all money so paid, the grantor covenants 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 as is recited hereby; (8) that 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, become immediately due and payable, and with interest thereon from time of such breach, at 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) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or examining a street showing the whole title of said premises, embracing foreclosure decrees, shall be paid by the grantor; and the like expenses and disbursements occasioned by any suit or proceedings 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, whether decree of sale shall have been entered or not, shall not be disclosed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees, have been paid; (10) 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 notice to the said grantor, or 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 County of the grantee, or of his refusal or failure to act, then of said County is hereby appointed to be first successor in this trust; and 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 as hereby appointed to be second successor in this trust. And when all 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 charge.

Witness the hand and seal of the grantor this 25th day of July A. D. 19 70
Oliver C. Brown (SEAL)
T. Ella Brown (SEAL)

_____ (SEAL)

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State of Illinois
County of Cook } ss.

I, Samuel H. DUHL

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Oliver C. Brown and T. Ella Brown

personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as 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 25th
day of July A. D. 1970

Samuel H. Duhl
Notary Public.



21246080

Box No.

SECOND MORTGAGE

Trust Deed

Oliver C. Brown and T. Ella Brown
6427 S. Hermitage
Chicago, Illinois 60636

TO

EUROPA ACCEPTANCE CORPORATION

624 W. North Avenue
Chicago, Illinois 60610



GEORGE COLBY

END OF RECORDED DOCUMENT