

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 21 315 847 SEC 5 COLE & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Robert W. Scroggins, and Violet Scroggins

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Seven thousand seven hundred and no/100 Dollars  
in hand paid, CONVEY AND WARRANT to Illinois American Finance Corporation  
of the City of Chicago County of Cook (PATRICK MC KENNA) 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:  
N. 9ft. Lot 38 and 39 (except N. 4 1/2 ft.) in Block 2 in  
Leindeckers Resubdivision of Blocks 1 and 2 in Woodbride Subdivision  
of that part of the W 1/2 of the SE 1/4 of the SE 1/4 of Section 25, Township  
38 North, Range 14.

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 Robert W. Scroggins and Violet Scroggins  
justly indebted up to their principal promissory note bearing even date herewith, payable  
sixty months at one hundred twenty-nine dollars and no cents

THE GRANTORS, covenant and agree as follows: (1) to pay to the mortgagee 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 on 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 mortgagee 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 mortgagee 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 to insure, or pay taxes or assessments, or the prior incumbrances 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 the prior incumbrances or the interest thereon, or pay all prior 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 a new and additional indebtedness secured hereby.  
IN THE EVENT of a breach of any of the aforesaid covenants or agreements the holder 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 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.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of the complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, costs for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, enforcing 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 an order that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be deemed a mortgage release hereof given, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor, for the grantor, or 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 be said grantor or to any party claiming under said grantor, appoint a receiver to take possession and 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 or of his refusal or failure to act, then Illinois American Finance Corp. (R. W. Scroggins) 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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust shall release said premises to his part entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 26th day of October A. D. 19 70

Robert W. Scroggins (SEAL)  
Violet A. Scroggins (SEAL)  
(SEAL)  
(SEAL)

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State of Illinois  
County of Cook ss.

I, Bernard J. Noonan, Jr.

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Robert W. Scroggins and Violet Scroggins

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 executed 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.

Witness under my hand and Notarial Seal, this Twenty-sixth day of October A. D. 1970

*Bernard J. Noonan, Jr.*  
Notary Public.



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21315847

Box No.  
SECOND MORTGAGE  
**Trust Deed**

ROBERT W. SCROGGINS AND  
wife VIOLET  
TO  
PATRICK T. MC KENNA

PATRICK T. MC KENNA  
% ILL. AMERICAN FINANCE CORP  
11101 South Kedzie  
Chicago, Illinois 60655

AMERICAN FINANCE COMPANY

END OF RECORDED DOCUMENT