

22 406 780

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

This Indenture, WITNESSETH, That the Grantor:

JACK ALLEN and IDA ALLEN, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Forty-seven Hundred seventy-four and 28/100 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 Illinois and State of Illinois, to-wit:

Lot 17 in Block 4 in South Kenwood a Subdivision in the North East 1/4 of North West 1/4 of Section 25, Township 38 North, Range 14 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: JACK ALLEN and IDA ALLEN, his wife their one principal promissory note bearing even date herewith, payable MELMAR CONSTRUCTION COMPANY, for the sum of Forty-seven Hundred seventy-four and 28/100 Dollars (\$4774.28) payable in 83 successive monthly instalments each of \$56.84 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 1st day of July 1973, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The GRANTORS covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 due on 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 hereafter 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 to so 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 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 agrees to repay immediately without demand, and at the same time with interest thereon from the date of payment at seven 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, 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.

In the absence of the grantor, or of his refusal or failure to act, then August G. Herkel of 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 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.

Witness the hand and seal of the grantor this 16th day of July A. D. 1973

Handwritten signatures of Jack Allen and Ida W. Allen with (SEAL) stamps.

02701355

22-406780

UNOFFICIAL COPY

Edwin H. Wilson
JUL 20 AM 10 57

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

State of Illinois
County of Cook } ss.

JUL-20-73 658191 • 22406780 - A — Rec 5.00

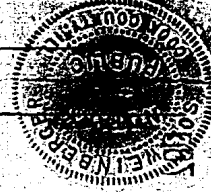
I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JACK ALLEN and IDA ALLEN, his wife.

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.

Witness my hand and Notarial Seal, this _____

day of _____ A. D. 19__

Edwin H. Wilson



004 SS

5.00

22406780

Doc. No. 246

SECOND MORTGAGE

Trust Deed

JACK ALLEN and

IDA ALLEN, his wife

TO

JOSEPH DEZONNA, Trustee

004 SS

END OF RECORDED DOCUMENT