

SECOND MORTGAGE
TRUST DEED

NO. 101NW

22 444 586

This Indenture, WITNESSETH, That the Grantors.....

HOLLIS CLARK AND LYDIA CLARK, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty-six Hundred Sixty-three & 61/100 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 ap-
paratus 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:
Block 64 in Smith's Subdivision of the South Half of Original Lot 5 (except the part
taken for alley) in Page & Wood's Subdivision of Block 64 in the Canal Trustees
Subdivision of Section 7, Township 39 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 Grantors, HOLLIS CLARK AND LYDIA CLARK, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable
1ST METROBLITAN BUILDERS, DIVISION OF MELMAR CONSTRUCTION COMPANY, for the sum
of Forty-six Hundred Sixty-three & 61/100 Dollars (\$4663.61) payable in 59
successive monthly installments each of \$77.73 except the final installment which
shall be equal to or less than the monthly installments due on the note commencing
on the 20th day of September, 1973, and on the same date of each month thereafter,
until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS, do covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as 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 or assessments against said premises
and to demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or rebuilding or restoring 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 bulk appurtenances 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,
which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all taxes and assessments
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 grantors or the holder
of said indebtedness, may procure such insurance, or pay such taxes or assessments, or declare or purchase any 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 grantors, agree, to repay immediately without demand, and
the same with interest thereon from the date of payment at seven per cent. per annum, shall be such 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 unpaid interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time at the rate of
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 and the interest thereon
express terms.

It is Agreed by the grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of the
title of said premises embracing foreclosure deeds shall be paid by the grantors, and the like expenses and disbursements, occasioned by any suit or pro-
ceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 hereof given, until all such expenses
and disbursements, and the costs of said, including solicitor's fees have been paid. The grantors, for said grantors, and for the heirs, executors, administrators
and assigns of said grantors, 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 grantors, or to any party
claiming under said grantors, 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, or of his refusal or failure to act, then
AUGUST G. MERKEL of said County is hereby appointed to be first successor in the event of the death, removal or absence of the grantor, and in
any like cause said first successor shall 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 grantors or his successor in trust, shall be bound and held to the
party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantors this 17th day of August 1973

Hollis Clark
Lydia Clark

22 444 586

(SEAL)

UNOFFICIAL COPY

State of ILL
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
HOLLIS CLARK AND LYDIA CLARK, 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.

Given under my hand and Notarial Seal, this 8
day of August A. D. 19 73
J. Weinberg
Notary Public

Property of Cook County Clerk's Office

382 444 55

1973 AUG 20 AM 10 14
RECORDED OF DEEDS
COOK COUNTY ILLINOIS
AUG-20-73 6:12 800 • 22444586 • A — Rec 5.00

5.00

Box No. 746
SECOND MORTGAGE
Trust Deed

HOLLIS CLARK and LYDIA CLARK, his wife
TO
JOSEPH DEZONNA, Trustee

22444586

382 444 55

END OF RECORDED DOCUMENT