

UNOFFICIAL COPY

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

22 528 525

This Indenture, WITNESSETH, That the Grantor S.....
JEFF ANDERSON, JR. and BARBARA J. ANDERSON, his wife
of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Twenty-seven Hundred Sixty-three & 74/100 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 Cook and State of Illinois, to-wit:
The South 7 1/2' of Lot 9 and all of Lot 10 in Block 10 in South Shore
Park, being a Subdivision of the West 1/4 of the South West 1/4 (except
streets) of Section 30, Township 38 North, Range 15, East of the third
Principal Meridian, in Cook County, Illinois.

Herby releasing and waiving all rights 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 JEFF ANDERSON, JR. and BARBARA J. ANDERSON, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
to ACE BEST ENTERPRISES, for the sum of Twenty-seven Hundred Sixty-three
& 74/100 Dollars (\$2763.74) payable in 47 successive monthly instalments
each of \$57.58 except the final -st-ment which shall be equal to or
less than the monthly instalments due on the note commencing on the
20 day of Dec 1973, and on the same date of each month thereafter,
until paid...with interest after maturity at the highest lawful rate.

THE GRANTOR S covenants.... and agrees.... as follows: (1) To pay said indebtedness, and the interest thereon, as above, 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 repair all buildings, fixtures, improvements on said premises
and to make good all losses sustained thereby; (4) to pay all expenses of insurance, including premiums, and to keep the same in full force and effect; (5) to pay all taxes and
any premium incurred in companies to be selected by the grantee herself, who is hereby authorized to place such insurance in writing, acceptable to the holder
of the first mortgage indebtedness, with loss clause attached payable first, to the first trustee of mortgages, and, second, to the grantee, as to their interests
may appear, which policies shall be left and remain with the holder of the first mortgage of trustee until the indebtedness is fully paid; (6) to pay all taxes, insurance
and other expenses of maintaining and repairing said premises during the period of indebtedness.

In THE EVENT of failure to pay taxes or assessments, or the price of insurance or the interest thereon when due, he grants to 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 other indebtedness and the expenses of collection, and the amount so expended, together with interest thereon from the date of payment at seven per cent.,
the amount with interest accrued from the date of payment at seven per cent., premium, shall be an 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 accrued
interest, shall become immediately due and payable, and with interest thereon from time of such breach, at
seven per cent., per annum, due to recoverable by foreclosure thereof, or by suit at law, or both, as the case may be, at law and in equity, and thereupon by
any other means.

It is Agreed by the grantor.... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclose-
ment, including reasonable solicitor's fees, outlays for documentary evidence, photographs, expenses, cost of procuring or completing a title search, the making
of a title insurance policy, the recording of the same, the preparation of the documents required for the sale, and the expenses of advertising and publishing
the notice of sale, and the expenses of the sheriff's fees, shall 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 judgment, whether decree or not, may have been entered or not, shall not be dimitted, and a cause of action given for the recovery
of the same, and the expenses of the sheriff's fees, shall be recoverable in any action brought by the holder of the title, or his assignee, or his heirs, executors, administrators
and assigns of said grantor.... 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 to take possession of, charge of and premises will power to collect the rents, issues and profits of the said
premises.

In THE EVENT of the death, removal or absence from said Cook
August G. Merkel
County of Cook 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 recordable instruments of conveyance.

Witness the hand.... and seal.... of the grantor, this 93 day of October A. D. 1973

X Jeff G. Merkel
(Signature)

JEFF G. MERKEL
(Seal)

(Seal)

(Seal)

22 528 525

22 528 525

UNOFFICIAL COPY

State of Illinois
County of Cook

I, Rich Field

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JEFF ANDERSON, JR. and BARBARA J. ANDERSON, his wife

personally known to me to be the same person 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 the 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 30 day of October, 1973.

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS
COOK COUNTY ILLINOIS
VOL. 242 PAGE 26 FILED 10/30/73 BY J.P. Cleary FOR RECORDED
RECEIVED OCTOBER 30 1973 AM 10 53
RECORDED OCTOBER 30 1973 706966 • 2250525 A — Rec 5.00

Deed
Instrument
Received

JEFF ANDERSON, JR. and
BARBARA J. ANDERSON, his wife
to
JOSEPH DEZONIA, Trustee

500

NORTHWEST NATIONAL BANK
of CHICAGO
CONSUMER CREDIT DEPT.
3973 N. MILWAUKEE AVE
CHICAGO, ILLINOIS 60641

55 258 252

55 258 252

225 252