

This Indenture, WITNESSETH, That the Grantor

ROOSEVELT R. STEWART AND OLEAN STEWART his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Sixty-Seven Hundred Sixty-Two and 11/100 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:

Lot 20 (except the East 6 feet thereof) and the East 12 feet of Lot 21 in Block 7 in the Madison and Mulvana's Subdivision of the South 3/4 of the South West 1/4 of the South West 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian (except that part taken to widen 95th Street) in Cook County, Illinois.

Hereby releasing and waiving all rights conferred 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 ROOSEVELT R. STEWART AND OLEAN STEWART his wife their one

justly indebted upon their one principal promissory note bearing even date herewith, payable LIBERTY BUILDERS INC., for the sum of Sixty-Seven Hundred Sixty-Two and 11/100 Dollars (\$672.11) payable in 83 successive monthly instalments each of \$80.51 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 5th day of June 1974, and on the same date of each month thereafter, until paid with interest after maturity at the highest lawful rate.

This Grantor, R. Stewart, and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in and in said notes provided, or on demand to exhibit receipts therefor; (2) To pay prior to the first day of June in each year, all taxes, assessments and interest against said premises, that may have been destroyed or damaged; (3) That waste to said premises shall not be committed or suffered; (4) To keep by fire, theft, lightning or any other cause, said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in any law or at any time on any policy, which policies shall be left and remain with the said mortgagee or Trustee or Mortgagee, and, second, to the Trustee or Mortgagee as their interests and the interest thereon, at the time or times when the same shall become due and payable.

By the said Grantor, R. Stewart, and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when due, together with all prior incumbrances and the interest thereon from time to time and all money so paid, the grantor's additional indebtedness secured by the same with interest thereon from the date of payment at seven per cent. per annum, shall be repaid immediately on demand; (2) In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, 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 complainant in connection with the enforcement of title of said premises embracing foreclosure decree, stenographer's charges, cost of procuring or completing abstract showing the same, recording wherein the grantor 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 cared as costs and included in any decree that may be rendered in such foreclosure proceedings which proceedings, 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 suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators, assigns 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 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 any like cause said first successor fail or refuse to act, then the person who shall then be the County Recorder of Deeds of said County is hereby appointed to be the first successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled to receive the same.

Witness the hand and seal of the grantor this 9th day of November A. D. 1973

Signature of Roosevelt R. Stewart and Olean Stewart with seals.

22 552 718



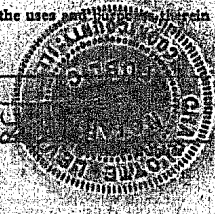
UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

I, CHARLOTTE LEVIN  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
ROOSEVELT H. STEWART AND OLEAN STEWART his wife

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 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 9th  
day of November A. D. 19 73



SS 225 118

*Henry R. Ober*

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

1973 NOV 23 AM 11:03  
NOV-23-73 717514 22552718 A - Rec 5.00

5.00

22552718

Doc No. <u>216</u>
<b>SECOND MORTGAGE</b>
<b>Trust Deed</b>
ROOSEVELT H. STEWART AND
OLEAN STEWART his wife
TO
JOSEPH DEZORRA, TRUSTEE
NORTHWEST NATIONAL BANK
OF CHICAGO
CONSUMER CREDIT DEPT.
3973 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60641

SS 225 118

END OF RECORDED DOCUMENT