

UNOFFICIAL COPY

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

22 609 727

This Indenture, WITNESSETH, That the Grantor—
OLIVER CLARK and BERNICE CLARK, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty-eight hundred fifty-four & 86/100 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:
Lots 25, 26, and 27 (except the North 19 1/2 feet thereof) in Block 14 in Walter
L. Davis' Addition to Beverly Hills, said Addition being a Subdivision of Blocks
9, 10, 11 in the Subdivision of that part lying Westerly of the right of way of
the main line of the Chicago Rock Island and Pacific Railroad of the South half
of Sec 19, T. 5, Township 37 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, OLIVER CLARK and BERNICE CLARK, his wife
their one
justly indebted upon CHURCHILL BUILDERS, INC., for the sum of Forty-eight hundred fifty-four & 86/100
Dollars (\$4854.86) payable in 83 successive monthly installments each of \$57.80
except the final installment which shall be equal to or less than the monthly
installments due on the note, commencing on the 25th day of March, 1974, and on
the same date of each month thereafter, until paid, with interest after maturity
at the highest lawful rate.

This GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, in and in said notes provided, or
according to any agreement extending time of payment, to pay all taxes, assessments, and other charges against said premises,
and on demand to exhibit receipts therefore, to repair any damage or deterioration or damage to rebuild or restore all build-
ing improvements on said premises that may be required; (4) that waste to said premises shall not be committed or suffered; (5) to keep said buildings now or at any time on
said premises insured in companies to be selected by the grantee, who is hereby authorized to place such insurance in the name of the
first mortgagee indebtedness, with loss clauses attached payable to the grantee, M. C. M. Insurance Company, and second, to the trustee, herein as to his interests
may appear, which policies shall be renewed annually; (6) to pay all prior incumbrances and the same to be paid in full to the holder of the first mortgage or trustee until the indebtedness is fully paid; (7) to pay all prior incumbrances
and the same to be paid in full to the holder of the second mortgage or trustee until the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments or the prior incumbrances or the interest thereon when due, the grantor, or the holder
of said indebtedness, may procure such insurance, or pay such taxes, or assessments, or any tax lien or title effect, a said or cause or pay
the same, and the grantor, or the holder of the date of payment at seven per cent per annum, shall be so much additional indebtedness secured thereby.

In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, and the interest thereon, shall be due and payable,

at the option of the legal holder thereof, without notice, become immediately due and payable, and the same and 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 accrued by
express agreement.

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, cullays for documentary evidence, costs of procuring or completing abstract showing the whole
title of said premises, embracing forces, and all other expenses, shall be paid by the grantor,... and the like expenses and disbursements, occasioned by any suit or pro-
ceeding, whether decree of sale shall have been entered or not, and the costs of such suit or proceeding, and the like expenses and disbursements
shall be an additional lien upon said premises, shall be taxed as costs and included in the amount of said indebtedness, and the same
and disbursements and the costs of suit, and the like expenses and disbursements, shall be paid by the grantor,... and for the heirs, executors, administrators,... 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 grantee, or his
successor in interest, or to the holder of the same, appoint a receiver to take possession or charge of said premises with power to collect the rent, issues and profits of the said
premises.

In the Event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
AUGUST G. MERKEL
of said County is hereby appointed to be first successor in this trust; and if for
any reason the above named shall not act, or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be
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 charge.

Witness the hand... and seal... of the grantor, this 25th day of January A. D. 1974.

X Oliver Clark
X Bernice Clark

(SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

State of Illinois
County of Cook

I, CHARLOTTE LEVIN

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
OLIVER CLARK and BERNICE CLARK, 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 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 25th
day of January A.D. 1974

Charlotte Levin



Box No. 246
SECOND MORTGAGE
Trust Deed

OLIVER CLARK and
BERNICE CLARK, his wife
TO
JOSEPH DEZONIA, Trustee

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THIS INSTRUMENT WAS PREPARED BY

L. J. Klemette Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

RECORDED OFFICE
COOK COUNTY, ILLINOIS

5.00

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SS: BJD LSL

END OF RECORDED DOCUMENT

Box 246