

UNOFFICIAL COPY

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

22 609 737

This Indenture, WITNESSETH, That the Grantors

DAVID BROWN and SARAH B. BROWN, his wife

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

for and in consideration of the sum of Twenty eight Hundred twenty and 51/100 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 6 in F. C. Brockhausens Subdivision of Lots 219 and 220 in School Trustee's Subdivision of the North part of Section 16, Township 39 North, Range 13, 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, DAVID BROWN and SARAH B. BROWN, his wife

justly indebted upon their one principal promissory note—bearing even date herewith, payable REGAL CONSTRUCTION CO., INC. for the sum of Twenty eight Hundred twenty and 51/100 Dollars (\$2820.51) payable in successive monthly instalments each of \$17.01 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 21st day of March 1974, and on the same date of each month thereafter, until paid, and a interest after maturity at the highest lawful rate.

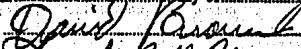
THIS GRANTOR, B covenant, and agree, as follows: (1) To pay said indebtedness, and the taxes thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, taxes and assessments against said premises and 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on the premises in good repair and to make such alterations and additions as may be necessary to said premises; (6) to pay to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (8) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable.

The grantor, B, shall, at the option of the holder of the legal title thereto, without notice, become immediately due and payable, and with interest thereon from the time of such branch 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 then matured by express terms of the note.

It is agreed by the grantor, B, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the sale, lease, repossession, reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstracts, drawing the whole title of said premises, embracing foreclosure decree, shall be paid by the grantor, B, and the like expenses and disbursements occasioned by any suit or proceeding 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, B, and the expenses and disbursements which may be sustained by the grantor, B, in the defense of any action or proceeding, whether or not it shall be entered on his part, shall be paid in any decree that may be rendered in such a suit or proceeding, and the costs of suit, including solicitor's fees have been paid. The grantor, B, for said grantor, B, and for the heirs, executors, administrators and assigns of said grantor, B, 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 attach and without notice to the said grantor, B, or to any party claiming under said grantor, B, 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 grantee, or of his refusal or failure to act, then AUGUST G. Merkin, 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 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 3rd day of Jan A. D. 1974

 (SEAL)

 (SEAL)

(SEAL)

(SEAL)

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State of Illinois
County of Cook } ss.

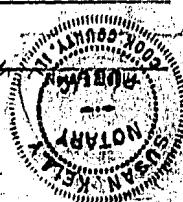
I,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
DAVID BROWN and SARAH B. BROWN, 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.

Sub under my hand and Notarial Seal, this 23rd
day of June A. D. 1974

Susan Kelly



Box No. 216
SECOND MORTGAGE
Trust Deed

DAVID BROWN and

SARAH B. BROWN, his wife

TO

JOSEPH DEZOMA, Trustee

500

THIS INSTRUMENT WAS PREPARED BY

L. W. Hanner, Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

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

RECORDED AT THE
COOK COUNTY CLERK'S OFFICE

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