

22 630 023

This Indenture, WITNESSETH, That the Grantor is

ROBERT L. JENKINS and BARBARA J. JENKINS, his wife

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

for and in consideration of the sum of Forty-nine hundred eighty-six & 40/100 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 Harvey County of Cook and State of Illinois, to-wit:

The South half of Lot 15 and all of Lot 16 in C.R. Craig Jr's Subdivision of Lot 1 in the County Clerk Division of unsubdivided lands in the North East quarter of 17 Township 36 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 is ROBERT L. JENKINS and BARBARA J. JENKINS, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable

A.B.C. CONSTRUCTION CO., for the sum of Forty-nine hundred eighty-six & 40/100

Dollars (\$4986.40), payable in 83 successive monthly installments each of \$59.37

except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 10 day of April 1974

and on the same date of each month thereafter, which shall be paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 restore all buildings and improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings and improvements on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies accessible to the holder of this first mortgage indebtedness, with loss clause attached, payable first, to the first Trustee or Mortgagee, and, second, to the Trustee or Mortgagee as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, 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 grantor or 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 prior incumbrances and the interest thereon from time to time and all money so paid, the grantor agrees to repay immediately with six percent, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much 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, at the option of the lender hereunder, without notice, become immediately due and payable, and with 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 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 foreclosure of said premises, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor; 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. 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 suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the 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 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 set, then AUGUST G. MERKEL, 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 then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

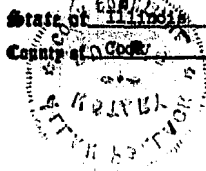
Witness the hand and seal of the grantor this 11th day of Feb. A. D. 1974

Handwritten signatures of Robert L. Jenkins and Barbara J. Jenkins, with four (SEAL) markers.



22 630 023-13

State of Illinois
County of Cook



I, ALLAN POLLOCK

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ROBERT L. JENKINS, and BARBARA J. JENKINS, 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.

Gave under my hand and Notarial Seal, this FIFTEENTH
day of FEBRUARY A. D. 19 74

Allan Pollock
Notary Public.

My Commission Expires Sept. 18, 1976

Property of Cook County Clerk's Office

Shirley R. Olson

1974 FEB 15 AM 10 49

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

FEB-15-74 757851 • 22630023 u A — Rec 5.00

5.00

Box No. 246

SECOND MORTGAGE

Trust Deed

ROBERT L. JENKINS, and
BARBARA J. JENKINS, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

A. W. LAMER, Northwest East 111th Street, Chicago, Illinois 60641
5985 North Hill Avenue
Chicago, Illinois 60641

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