

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202NW

22 647 121

This Indenture, WITNESSETH, That the Grantor S.

WILLIAM D. DEMPSEY and MARY ANN DEMPSEY, his wife

of the Village of Maywood County of Cook and State of Illinois
for and in consideration of the sum of Forty-three hundred ninety-four & 49/100 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 Village of Maywood County of Cook and State of Illinois, to-wit:
Lots 6 and 7 in Block 162 in Maywood in Section 2, Section 11 and Section 14,
Township 39 North, Range 12, East of the Third Principal Meridian in Cook
County, Illinois.

Herby 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, a. WILLIAM D. DEMPSEY and MARY ANN DEMPSEY, his wife,
justly indebted upon their one principal ordinary note—bearing even date herewith, payable
WORTHY PRODUCTS CORPORATION, for the sum of Forty-three hundred ninety-four
& 49/100 Dollars (\$4394.49) payable in 83 successive monthly installments
each of \$52.32 except the final installment which shall be equal to or less
than the monthly installments due on the note commencing on the 20th day of
April, 1974, and on the same date of each month thereafter until paid, with
interest after maturity at the highest lawful rate.

THIS GRANTOR, S. covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and above provided, or according to any agreement between them; (2) within the first year, all premiums and taxes on all buildings or improvements on said premises that may have been destroyed or damaged; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder, may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (4) to keep all buildings now or at any time on and the interest thereon, at the time or times when the same shall become due and payable.

In case of non-payment of any part of said indebtedness, or of any premium or tax, or of any assessment, or discharge or purchase any tax lien or title affecting said premises or 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 liens, and the interest thereon from time to time; and all money so paid, the grantor, agrees, to remit immediate without demand, and the same with interest thereon from the date of payment at seven per cent per annum, will be so much additional indebtedness, payable when due.

In case of non-payment of any part of said indebtedness, or of any premium or tax, or of any assessment, or discharge or purchase any tax lien or title affecting said premises or 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 liens, and the interest thereon from time to time; and all money so paid, the grantor, agrees, to remit immediate without notice, becomes 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 equity, the same as if all of said indebtedness had then matured by express terms of the note.

It is Agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole of the premises, embracing survey and map, and the expense and disbursements caused by the grantor, in proceeding, whereupon the party holder of any part of said indebtedness as such, may be taxed, 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 proceeding, whether decree of sale shall have been entered, same shall not be dismissed, nor a release given, until all such expenses and disbursements, including reasonable attorney's fees, and all other expenses and disbursements, shall be paid, and for payment of same, the party holder 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 to any party entitled thereto and grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the same.

IN WITNESS WHEREOF, the parties, removal or absence from said Cook County of the grantee, or of his refusal or failure to set, the
AUGUST 9, 1974.

WITNESS the hand and seal of the grantor this 21st day of February A. D. 1974.

William D. Dempsey (SEAL)
Mary Ann Dempsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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RECOINDER OF DEED
COOK COUNTY ILLINOIS

10-57111

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State of Illinois County of Cook ss.

I, Bernard Brooks, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM D. DEMPSEY and MARY ANN DEMPSEY, his wife personally known to me to be the same person whose name is is 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.

On under my hand and Notarial Seal, this 21st
day of February A. D. 1974

Bernard Brooks
Notary Public.

MY COMMISSION EXPIRES
MAY 8, 1975

Property of Cook County Clerk's Office

Box No. 246

SECOND MORTGAGE

Trust Deed

WILLIAM D. DEMPSEY and
MARY ANN DEMPSEY, his wife

TO
JOSEPH DEZINA, Trustee

THIS INSTRUMENT WAS PREPARED BY
R. J. Lawrence, Northwest National Bank of Chicago
3085 North Milwaukee Avenue
Chicago, Illinois 60641

55 ETS 151

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END OF RECORDED DOCUMENT