

# UNOFFICIAL COPY

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

22 788 928

This Indenture, WITNESSETH, That the Grantor is  
O. D. WRIGHT and DOROTHY L. WRIGHT, 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 16 in Block 14 in Englefield being a Subdivision in the South East 1/4  
of Section 30, Township 38 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 O. D. WRIGHT and DOROTHY L. WRIGHT, his wife  
justly indebted upon their one principal promissory note bearing even date herewith, payable  
LIBERTY BUILDERS, INCORPORATED, for the sum of Sixty-seven hundred sixty-two  
and 11/100 Dollars (\$6762.11) payable in 83 successive monthly installments  
each of \$80.51 except the final installment which shall be equal to or less  
than the monthly installments due on the note commencing on the 5th day of  
September, 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 in said note provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of Jan. 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, or loss or restoration of 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 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 of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or mortgagee, and, second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the same, unless 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 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 such prior 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 without demand, 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 earned interest, shall, at the option of the legal holder thereof, 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 hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring a 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 be 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 his heirs, executors, administrators and assigns of said grantor, his wife, all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 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 grantor, or of his wife, 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 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 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 charge.

Witness the hand and seal of the grantor this 6th day of July A. D. 1974  
X O. D. Wright (SEAL)  
X Dorothy L. Wright (SEAL)  
(SEAL)  
(SEAL)

Property of Cook County

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COOK COUNTY

State of Illinois  
County of Cook

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I, Mark Levinson  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
O.D. WRIGHT and DOROTHY L. WRIGHT, 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 the 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 6th day of July A. D. 1974

Mark Levinson



Property of Cook County Clerk's Office



22788923

Box No. 246

SECOND MORTGAGE

Trust Deed

O.D. WRIGHT and  
DOROTHY L. WRIGHT, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

S. J. De Matte  
Northwest Mutual Insurance Company  
3985 North Wabasha Street  
Chicago, Illinois 60611

END OF RECORDED DOCUMENT