

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202NW 22 805 092

This Indenture, WITNESSETH, That the Grantor S. RICHARD E. JONES and FRANCES J. JONES, 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 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: The South 26 1/4 feet of Lot 22 and the North 1/2 of Lot 23 in Block 4 in J. E. White's Second Rutherford Park Addition a Subdivision of the South West 1/4 (except the West 20.28 chains) of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian.

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 RICHARD E. JONES and FRANCES J. JONES, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Sixty seven hundred sixty two and 11/100 Dollars (\$6762.11) payable in 83 successive monthly instalments each of \$80.51 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 1st day of July 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, 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 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 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 less clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their duty may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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 without demand, and with 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 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 further agreed that all expenses and disbursements made or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, attorney's charges, cost of proceeding or completing abstract showing the whole title of said premises containing foreclosing decree shall be paid by the grantor, and the expenses and disbursements, occasioned by any suit or proceeding wherein the grantee 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 additional to the principal indebtedness, and shall be secured hereby. The grantor, her heirs, administrators, assigns, executors and assigns, which proceeding, whether decree of sale shall have been entered or not, shall not be disturbed, nor a release hereof given, until all such expenses and disbursements and the costs of said foreclosure and other proceedings, and the taxes, creditors, administrators, executors, 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 enforce 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 grantor, 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 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 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 25th day of July A. D. 1974 Richard E. Jones (SEAL) Frances J. Jones (SEAL)

22 805 092

UNOFFICIAL COPY

State of Illinois } ss.
County of Cook



I, _____
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
RICHARD E. JONES and FRANCES J. JONES, 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 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 July A. D. 1974
Lucille J. Yanky
Notary Public.

RECORDER OF DEEDS
COOK COUNTY ILL. CH

1974 AUG 6 AM 10 24

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5.00



Box No. 216
SECOND MORTGAGE
Trust Deed

RICHARD E. JONES and
FRANCES J. JONES, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

L. H. Mott
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

22805092

END OF RECORDED DOCUMENT