

This Indenture, WITNESSETH, That the Grantors

JAMES W. NICKSON and LAVERNE M. NICKSON, his wife,

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

for and in consideration of the sum of Thirty-three hundred twenty-seven and 97/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois and his accessories 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:

The South 28 feet of Lot 26 and the North 12 feet of Lot 25 in Block 23 in Calumet Trust's Subdivision No. 2, a Resubdivision of Blocks 158 to 161 and 170 to 173 in South Chicago, a Subdivision in Section 12 Township 37 North, Range 14, and in Section 7, Township 37 North Range 15 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 Grantors JAMES W. NICKSON and LAVERNE M. NICKSON justly indebted upon their one principal promissory note bearing even date herewith, payable MALORY BUILDERS for the sum of Thirty-three hundred twenty-seven and 97/100 Dollars (\$327.97) payable in 59 successive monthly installments each of \$55.47 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 25th day of September, 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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, by certified 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 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 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; (7) to pay, in advance 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 moneys so paid, the grantor S 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; (8) if any portion 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 AGRÉED by the grantor S, 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, stampage or charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantor S; and the like expenses and disbursements, occasioned by any suit or proceeding within the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor S. 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 proceedings, whether decree of sale shall have been entered or not, shall not be diminished, on a release heretofore given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor S, for said grantor S, and for the heirs, executors, administrators and assigns of said grantor S, waive all rights 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 S, or to any person claiming under said grantor S, 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 natural or failure to act, then AUGUST G. MERKEL of said County is hereby appointed to be his 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 26th day of July A. D. 1974

Joseph Dezonna (SEAL)
Laverne M. Nickson (SEAL)

22 819 746 S Office

UNOFFICIAL COPY

State of Ill.
County of Cook ss.

I, Stanley Chernick

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that

personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as 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 26 day of July A. D. 19 77

Stanley Chernick
Notary Public.



1974 AUG 19 10 45 AM

RECORDED
COOK COUNTY

AUG-19-74 850430 22819746-A - Rec 5.00

Box No. 246
SECOND MORTGAGE
Trust Deed

JAMES W. NICKSON
and LAVERNE M. NICKSON, his wife,
TO
JOSEPH DEZONIA, Trustee

THIS INSTRUMENT WAS PREPARED BY

M. J. LAMORTE
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

5.00

22819746

END OF RECORDED DOCUMENT