

22 194 424

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

This Indenture, WITNESSETH, That the Grantors

PHILL JACKSON and LILLIAN JACKSON, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Forty-one Hundred Ninety-two & 01/100 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...

PARCEL 1: Lot 21 in Aver's Subdivision of Block 2 in Hardings Subdivision of the West 1/4 of the North West 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. PARCEL 2: Lot 20 in Block 2 in Harding's Subdivision of the West 1/4 of the North West 1/4 of Section 11, Township 39 North, Range 13, 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 Grantors PHILL JACKSON and LILLIAN JACKSON, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable J. C. CONSTRUCTION CO., for the sum of Forty-one Hundred Ninety-two & 01/100 Dollars (\$4192.01) payable in 35 successive monthly instalments each of \$116.45 except the final instalment which shall be equal to or less than the monthly instalments due on the day of March 1973, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, on demand to exhibit receipts therefor (2) within sixty days after destruction or damage to rebuild or restore all buildings on premises that may have been destroyed or damaged; (3) that where in said premises shall not be committed or suffered (4) to keep all buildings on or at any time on said premises insured in companies to be selected by the grantors 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...

In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantors 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 grantors agree 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 accrued 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 grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the title of said premises embracing foreclosure decree—shall be paid by the grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 proceeding; 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 sale, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors, weirs, 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 grantors or to any party claiming under said grantors, 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 grantors, 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 grantors or his successors 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 Jan. A. D. 1973

PHILL JACKSON (SEAL) LILLIAN JACKSON (SEAL)

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State of Illinois }  
County of Cook } ss.

I, Trane Tessler

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
PHILL JACKSON and LILLIAN JACKSON, his wife

personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 18th  
day of January A. D. 19 73

*Trane Tessler*



Property of Cook County Office

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Box No. 246

SECOND MORTGAGE

Trust Deed

PHILL JACKSON and  
LILLIAN JACKSON, his wife  
TO  
JOSEPH DEZONWA, Trustee.

NORTHWEST NATIONAL BANK  
CHICAGO, ILLINOIS 60641  
COMMERCIAL CREDIT DEPT.  
3973 N. MILWAUKEE AVE.

AS4 4P1 SS