

22 218 501

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

This Indenture, WITNESSETH, That the Grantor S TOMMIE THOMAS and MILDRED THOMAS, his wife

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

for and in consideration of the sum of Sixty Hundred Thirty-eight & 67/100 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 27 in Gordon's Addition to Pullman, being a Subdivision of Lot 3 (except the North 181 feet except the East 33 feet of said Lot) also Lot 6 (except the South 117 feet of the North 165 feet and except the east 13 feet of said lot) all in School Trustees' Subdivision Section 16, Township 37 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 S TOMMIE THOMAS and MILDRED THOMAS, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable CHURCHILL BUILDERS, INC., for the sum of Sixty Hundred Thirty-eight & 67/100 dollars (\$6038.67) payable in 83 successive monthly instalments each of \$71.89 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 5th day of April, 1973, 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 notes provided, or 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 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 interests may appear, which policies shall be left and remain with the 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.

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 for a term 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 were 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, costs of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees shall be paid by the grantor; and the like expenses and disbursements, occasioned by a writ 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 hereof given, until as such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 grantee, or of his refusal or failure to act, then August C. 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 charge.

Witness the hand and seal of the grantor this 8th day of Feb A. D. 19 73

Tommy Thomas (SEAL) Mildred Thomas (SEAL)

22 218 501

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, ESTHER L. SHEFSKY
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
TOMMIE THOMAS and MILDRED THOMAS, 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 8th
day of Feb A. D. 1973

Esther L. Shefsky



102 818 20
SS

Elisav R. Cohen
RECORDED
1973 FEB 13 AM 11 28

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

FEB-13-73 577446 • 22218501 • A — Rec

5.00

5.00

Box No. 246

SECOND MORTGAGE

Trust Deed

TOMMIE THOMAS and

MILDRED THOMAS, his wife

TO

JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK
OF CHICAGO
CONSUMER CREDIT DEPT.
3373 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60641

22218501

END OF RECORDED DOCUMENT