

# UNOFFICIAL COPY

22 291 385

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

**This Indenture, WITNESSETH,** That the Grantors \_\_\_\_\_  
WAYNE J. DAVIS and ALBERTA DAVIS, his wife \_\_\_\_\_  
of the City of Evanston County of Cook and State of Illinois \_\_\_\_\_  
for and in consideration of the sum of Twenty-five Hundred Sixty-four & 10/100 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 ap-  
paratus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the City of Evanston County of Cook and State of Illinois, to-wit:  
SEE ATTACHED

The E. 48.03 ft. of the W. 142.94 ft. (as measured along the N. line)  
of the following described tract: The S. 34 ft. of Lot 16 (as measured  
along the E & W lines thereof) and that part of Lot 15 lying N. of a line  
drawn from a point in the W. line of said Lot 15, 27 ft. N. of the SW corner  
thereof to a point in the E. line of Lot 15, 20.18 ft. N. of the SE corner  
thereof in Block 7 in Fowler and McDaniels Subdivision in the S. W. 1/4 of  
Section 13, Township 41 North, Range 13.- The S. 13.50 ft. of the N. 59 ft.  
(as measured along the E & W lines) except the W. 142.94 ft. (as measured  
along the N. Line) of the following described tract: The S. 34 ft. of Lot 16  
(as measured along the E & W lines thereof) and that part of Lot 15 lying  
N. of a line drawn from a point in the W. line of said Lot 15, 27 ft. North  
of the S. W. corner thereof to a point in the E line of said Lot 15, 20.18  
ft. West of the S. E. corner thereof in Block 7 in Fowler and McDaniels  
Subdivision aforesaid. - Easements as set forth in Decln of Easements made  
by Chicago National Bank, Trustee under trust agreement dated 6/23/53 and  
known as Trust #11164 dated 7/3/57 and recorded 7/3/57 as Doc. 16148044.

22 291 385

County Clerk's Office



UNOFFICIAL COPY

Hereby releasing and waiving... IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor, WAYNE J. DAVIS and ALBERTA DAVIS, his wife

justly indebted upon their own principal promissory note bearing even date herewith, payable ARROWHEAD HEATING & COOLING CO., INC. for the sum of Twenty-five Hundred Sixty-four & 10/100 Dollars (\$2564.10) payable in 59 successive monthly instalments each of \$42.74 except the final instalment which shall be equal to or less than the monthly instalments upon the note commencing on the 11 day of June 1973, and on the same date of each month thereafter, until paid with interest after maturity at the highest lawful rate.

The Grantor, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or on demand to exhibit receipts therefor; (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 secondly to the Trustee herein as their interests and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, or if 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, shall be obligated to repay immediately without demand, and 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, as 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 should then mature 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 or completing abstracts, showing 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 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 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 dismissed, nor a release hereof 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 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 to sign 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 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 12th day of April A. D. 1973

Wayne Davis (SEAL)
Alberta Davis (SEAL)
(SEAL)
(SEAL)

22 291 385
22 291, 33




State of Illinois }  
County of Cook } ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
WAYNE J. DAVIS and ALBERTA DAVIS, his wife

personally known to me to be the same person. Whose name S. A. P. E. 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  
day of 4/13 A. D. 19 73

*D. M. Saul*  


Property of Cook County Clerk's Office

1973 APR 17 9 58 AM '73  
1973 APR 17 9 58 AM '73

*Lillian H. ...*  
1973 APR 17 AM 11:07  
RECORDER OF DEEDS  
COOK COUNTY ILLINOIS  
APR-17-73 612341 • 22291385 • A — Rec. 6.00

6.00

Boz No. 246

SECOND MORTGAGE

Trust Deed

WAYNE J. DAVIS and  
ALBERTA DAVIS, his wife  
TO  
JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK  
OF CHICAGO  
CONSUMER CREDIT DEPT.  
323075 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60641

22291385

END OF RECORDED DOCUMENT