

UNOFFICIAL COPY

TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

23 431 121

This Indenture, WITNESSETH, That the Grantors

ARLEE TOWNSEND, spinster and PEGGY COOPER, separated

of the City of Cook County of Cook and State of Illinois
 for and in consideration of the sum of Fifty nine hundred fifteen and 28/100 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 appa-
 ratus 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 489 in Allerton's Englewood Addition, in the Southwest Quarter of Section
 19, Township 38 North Range 14, 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 ARLEE TOWNSEND, spinster and PEGGY COOPER, separated
 justly indebted upon their one principal promissory note bearing even date herewith, payable
 BROWN CONSTRUCTION COMPANY,
 for the sum of Fifty nine hundred fifteen and 28/100 Dollars (\$5915.28)
 payable in 83 successive monthly instalments each of \$70.46, 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 May 1976, 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
 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 let and remain with the said Mortgagee 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 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 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 AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
 of including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole
 title of said premises embracing foreclosure decree shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or pro-
 ceeding 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
 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 suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators
 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 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 25th day of March A. D. 1976

X Peggy Cooper (SEAL)

X Arlee Townsend (SEAL)

(SEAL)

(SEAL)

23 431 121

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State of Illinois }
County of Cook } ss.

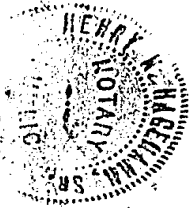
I, Henry M. Hageman

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ARLEE TOWNSEND, SPINSTER and PEGGY COOPER, separated

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.

Witness under my hand and Notarial Seal, this 25th
day of March A. D. 1976

Henry M. Hageman
Notary Public.



Property of Cook County Clerk's Office

Shirley A. Olson

RECORDED BY CLERK
COOK COUNTY CLERK'S OFFICE

1976 MAR 29 AM 10 47
MAR-29-76 162999 • 23431121 • A -- Rec 10.00

10.00

Box No. 246

SECOND MORTGAGE

Trust Deed

ARLEE TOWNSEND, spinster and
PEGGY COOPER, separated
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

S. H. Miller

Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

23431121

END OF RECORDED DOCUMENT