

23 447 656

This Indenture, WITNESSETH, That the Grantor s.....  
JOHNNIE W. WILLIAMS and OLLIE WILLIAMS his wife.....

of the Village of Robbins County of Cook and State of Illinois

and in consideration of the sum of Thirty one hundred thirteen and 88/100 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 Village of Robbins County of Cook and State of Illinois, to-wit:  
Lot 8 and the North 1/2 of Lot 9 in Block 3 in Lincoln Manor Fourth Addition,  
being a Subdivision of that part of the East 1/2 of the North East 1/4 of  
Section 3, Township 36 North, Range 13, East of the Third Principal Meridian  
which lies North of Midlothian Turnpike 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 JOHNNIE W. WILLIAMS and OLLIE WILLIAMS, his wife  
justly indebted upon their one principal promissory note bearing even date herewith, payable

LANDMARK BUILDERS, INC.,  
for the sum of Thirty one hundred thirteen and 88/100 Dollars (\$3113.88)  
payable in 83 successive monthly instalments each of \$37.07 except the final  
instalment which shall be equal to or less than the monthly instalments due  
on the note commencing on the 20th 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 covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 on 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 level rates attached hereto first, to the first Trustee or Mortgagee, and, second, to the Trustee hereof, at 2% or interest  
may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all other encumbrances,  
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 grantor 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 agrees to repay immediately without delay, 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 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, dissembler'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 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 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 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 grantor, 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 grantor 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 6th day of April A. D. 1976  
Johnnie Williams (SEAL)  
Ollie Williams (SEAL)  
(SEAL)  
(SEAL)

23 447 656

UNOFFICIAL COPY

*Edwin R. Olson*  
1976 APR 12 AM 10 44

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

State of Illinois }  
County of Cook } ss.

APR-12-76 170671 • 23447656 • A — Rec

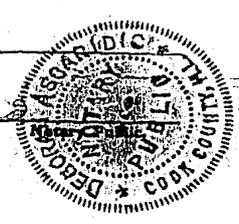
10.00

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_  
JOHNNIE W. WILLIAMS and OLLIE WILLIAMS, 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.

Witness under my hand and Notarial Seal, this \_\_\_\_\_ 6th  
day of April A. D. 1976

*Edwin R. Olson*



Property of Cook County Clerk's Office

23447655

Box No. 246

SECOND MORTGAGE

# Trust Deed

JOHNNIE W. WILLIAMS and  
OLLIE WILLIAMS, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

*J. DeMuth*  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

END OF RECORDED DOCUMENT