

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

23 A47. 657.

This Indenture, WITNESSETH, That the Grantors,

ALFRED T. HUNTER, SR. and JULIA HUNTER, his wife,

of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of Thirty hundred three and 84/100 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 6 in Hjalmar J. Nystedt's Resubdivision of Lots 1 to 12 both inclusive
in block 1 in the Subdivision of block 1 in Carolin's Subdivision of the
West 1/2 of the Southeast 1/4 of Section 25, Township 38 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 Grantors, ALFRED T. HUNTER, SR. and JULIA HUNTER, his wife,
justly indebted upon their one principal promissory note bearing even date herewith, payable
DEARBORN LUMBER, INC.,
for the sum of Thirty hundred three and 84/100 Dollars (\$3003.84)
payable in 35 successive monthly instalments each of \$83.44 except the final
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 10th 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 such 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, as they may have been destroyed or diminished; (3) that in case of damage or destruction, damage to real or personal property or buildings or improvements 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 claim attached payable first to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may require, and to the holder of the first mortgage indebtedness, and, third, to the grantee herein, until the indebtedness is fully paid; (4) to pay all prior incurable costs, and the interest thereon, at the times or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prime encumbrances 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 incurable costs, and the interest thereon, at the times or times when the same shall become due and payable, and the grantee or the holder of said indebtedness, shall, in addition to the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of payment at seven per cent per annum, shall be so entitled to additional indemnity to secure herein.

IT IS AGREED by the grantors, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney fees, outlays for documentary and other expenses, charges, costs of preparing or completing abstract showing the whole title of said premises, embracing fee simple, and all other expenses, shall be paid by the grantors, and shall not be deducted by the grantors, or otherwise, 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, and the holder of such shall have been entered or not, shall not be discharged, nor a release given, until all such expenses and disbursements, and the costs of suit, including attorney fees, and all other expenses, shall be paid, and the grantors, and assignee of said grantor, waive all rights 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 County of the grantor, or of his refusal or failure to act, then August G. Marke^t, 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 Register of Deeds of said County is hereby appointed to be second successor in this trust, and when all the covenants and agreements are performed, the grantor or his successors in trust, shall release said premises to his party entitled to receiving the same hereinabove mentioned.

Witness the hand, and seal, of the grantor, this 8th day of April, A. D. 1976

X Alfred T. Hunter
X Julia Hunter

(SEAL)

(SEAL)

(SEAL)

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George R. O'Brien

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

State of Illinois
County of Cook

1976 APR 12 AM 10 44

AFR-12-76 170672 • 23447657 A — Rec

10.00

I, Frances J. Jones

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

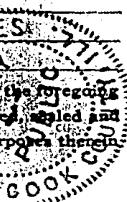
ALFRED T. HUNTER, SR. and JULIA HUNTER, his wife, ES

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.

Subscribed under my hand and Notarial Seal, this

day of April 1976

Frances J. Jones
Notary Public



Box No. 246

SECOND MORTGAGE

Trust Deed

ALFRED T. HUNTER, SR. and

JULIA HUNTER, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Joseph DeZonna

Northeast National Bank of Chicago
2985 North Milwaukee Avenue
Chicago, Illinois 60641

LOG#4757

END OF RECORDED DOCUMENT