

23 500 459

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

This Indenture, WITNESSETH, That the Grantors

LARRY BROOKS and LILLIE D. BROOKS, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Thirty seven hundred six and 92/100 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: Lots 3 and 4 (except the South 20 feet thereof) in Block 25 in Cottage Grove Heights Addition being a Subdivision of part of the North 1/2 of Section 11, Township 37 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 LARRY BROOKS and LILLIE D. BROOKS, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable LANDMARK BUILDERS, INC. for the sum of Thirty seven hundred six and 92/100 Dollars (\$3706.92) payable in 41 successive monthly instalments each of \$88.26 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 1st day of July 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 note provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of due in each year, all taxes and assessments against said premises that may have been destroyed or damaged; (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 loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as then in office; (6) to pay all taxes and assessments, and the interest thereon, at the time or times when the same shall become due and payable; (7) to pay all prior incumbrances, and the interest thereon, when due, the grantee or his heirs, assigns, administrators, executors, assigns, or assigns, or by suit at law or both, the same as if all of said indebtedness, had then matured by express terms.

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 hereof, 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, 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 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 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 21st day of May A. D. 1976

Larry Brooks (SEAL) Lillie D. Brooks (SEAL)

23 500 459

State of Illinois }  
County of Cook } ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
LARRY BROOKS and LILLIE D. BROOKS, 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 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 21st  
day of May A. D. 1976

*Dwight R. ...*



Property of Cook County Clerk's Office

MAY 27 1976  
MAY 27 1976  
10.00

10.00

23500459

Box No. 246  
SECOND MORTGAGE  
**Trust Deed**

LARRY BROOKS and  
LILLIE D. BROOKS, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
*L. De Matte*  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

END OF RECORDED DOCUMENT