

THIS INDENTURE, WITNESSETH, That **Walker Jackson and Etta Jackson, his wife**

hereinafter called the Grantor), of **14747 Winchester** **Harvey,** **Illinois 60426**
(No and Street) (City) (State)

for and in consideration of the sum of **Five thousand One hundred Ninety-one & 20/100* * * * *** Dollars
in hand paid, CONVEY AND WARRANT to **First State Bank of Harvey**
of **15340 Dixie Highway** **Harvey,** **Illinois 60426**
(No and Street) (City) (State)

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, air-conditioning, 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 **Harvey** County of **Cook** and State of Illinois, to-wit:

Lot 29 and South half of Lot 30 in Block 177 in Harvey, a Subdivision of the South East Quarter and East Half of the South West Quarter of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, lying South of the Indian Boundary Line 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 Grantor **Walker Jackson and Etta Jackson**
justly indebted upon **Their** principal promissory note bearing even date herewith, payable

in Sixty (60) payments of \$86.52 commencing September 1, 1976 with a maturity date of August 1, 1981.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or 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 30 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 by 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 left and remain with the said Mortgagee or Trustee 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 discharge 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 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 demand, and the same with interest thereon from the date of payment at a rate 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, be 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 expiration of time.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, and the documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing former decrees, 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, at 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the 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 suit to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any person claiming under the 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.

The name of a recordable **Cook** County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said **Cook** County of said County is hereby appointed to be first successor in the office 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 or trustee, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor **29th** day of **July** 19 **76**

This document prepared by:
Virginia T. Cureton
First State Bank of Harvey
15340 Dixie Highway
Harvey, Illinois 60426

Walker Jackson (SEAL)
Etta Jackson (SEAL)

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RECORDS DEPARTMENT
COOK COUNTY, ILLINOIS

STATE OF Illinois

COUNTY OF Cook

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I, Virginia T. Cureton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walker & Etta Jackson

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.

Given Under my hand and notarial seal this 29th day of July, 19 76



Virginia T. Cureton
Notary Public

Commission Expires Feb. 14, 1977

10⁰⁰ MAIL

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23580985

BOX No
SECOND MORTGAGE
Trust Deed

TO



GEORGE E. COLE
LEGAL FORMS