

2613

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 1211

This Indenture, WITNESSETH, That the Grantor 23 792 328  
CLARENCE LITTLE (A WIDOWER)

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED SIXTY & 80/100 (\$2560.80) Dollars  
in hand paid, CONVEY AND WARRANT to ROBERT W. WILSHE, TRUSTEE  
of the CITY of ELM GROVE 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 1 IN BLOCK 1 IN F.A. HILL MADISON STREET ADDITION BEING A SUBDIVISION  
IN THE WEST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH  
WEST QUARTER AND PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER  
OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, 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 Grantor  
justly indebted upon principal promissory note bearing even date herewith, payable  
MARS REDEVELOPMENT FOR THE SUM OF TWO THOUSAND FIVE HUNDRED SIXTY & 80/100  
DOLLARS (\$2560.80) PAYABLE IN 60 SUCCESSIVE MONTHLY INSTALLMENTS EACH  
OF \$42.68 COMMENCING ON THE 24TH DAY OF JANUARY 1917, AND ON THE SAME  
DATE OF EACH MONTH THEREAFTER UNTIL PAID WITH INTEREST AFTER MATURITY  
AT THE HIGHEST LAWFUL RATE.

23 792 328

THE GRANTOR covenants and agrees 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 on said premises,  
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings and 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 hereafter 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 clauses 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior indebtedness,  
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 agrees, 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 by 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 expense  
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, 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 grantee, or of his refusal or failure to act, then  
Edward J. Bards of said County is hereby appointed to be first successor in this trust; and if for  
any 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 grantor on receiving his reasonable charges.



hand, and seal of the grantor this 26th day of NOVEMBER A. D. 19 16  
*Clarence Little* (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

UNOFFICIAL COPY

*Shirley Robinson*

RECORDED OF RECORD  
COOK COUNTY ILLINOIS

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JAN-18-77 313888 • 23792328 • A — Rec

10.00

State of Illinois  
County of Cook } ss.

I, JOHN KUDELA

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

Clarence Little

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 TWENTYSIXTH day of NOVEMBER A. D. 19 76

*[Signature]*  
Notary Public.



Property of Cook County Clerk's Office

10<sup>00</sup>

23792328

Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

CLARENCE LITTLE  
TO  
MITCHELL H. BASS  
TRUSTEE

*Chubbs*  
*Roby 19*  
This instrument was prepared by  
UNITY SAVINGS ASSOCIATION  
4242 North Harlem Avenue  
Chicago, Illinois 60634

END OF RECORDED DOCUMENT