

# UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS) NO. 102-NV

23-855-095

This Indenture, WITNESSETH, That the Grantors

WILLIE PRATER and ALMA PRATER, his wife and

ALICIA SMITH, divorced

of the City of Chicago County of Cook and State of Illinois

for and on consideration of the sum of Seventeen hundred forty two and 04/100 Dollars

in hand paid CONVEY AND WARRANT to JOSEPH ERONNA, 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 460 in Dickey's Third Addition to Chicago in the Southeast 1/4 of Section 2, Township 29 North, Range 13, 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 WILLIE PRATER and ALMA PRATER, his wife and ALICIA SMITH, divorced justly indebted upon their special principal promissory note bearing even date herewith, payable GOLD HOME HEATING COMPANY, INC.,

for the sum of Seventeen hundred forty two and 04/100 Dollars (\$1742.04)

payable in 35 successive monthly installments, each of \$48.36 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 1st day of August, 1917, 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: To pay said indebtedness, and the interest thereon, as herein and in said notes provided or second to any agreement existing hereof, payment to be made prior to the first day of June in each year, all taxes and assessments against said premises and on the same, except such as may be levied or assessed, or destruction or damage to rebuild or restore all buildings or improvements on said premises, and may not be destroyed or damaged, all that waste to said premises shall not be committed or suffered; (b) to keep all buildings now or at any time on said premises insured against fire, and to be advised by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage, and to pay the same, with interest as aforesaid payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as if or interest may accrue, such interest shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (c) to pay all prior incumbrances, and to discharge the same, 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 such incumbrances and the interest thereon from time to time, and all money so paid, the grantee agrees to repay immediately without demand, and the amount of interest thereon from the date of payment at seven per cent per annum, shall be as much additional indebtedness secured hereby.

THE EFFECT of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all earned interest, shall at once become 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, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosing proceedings 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 proceedings, whether decrees 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 and 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 the 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, or receiving his reasonable charge.

Witness the hand and seal of the grantor this 12th day of March A. D. 1917

Alma Prater (SEAL)  
Willie Prater (SEAL)  
Alicia Smith (SEAL)

23-855-095

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State of ILLINOIS 13 PM 12 04  
County of Cook



I, Frank G. Caputo

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
WILLIE PRATER and ALMA PRATER, his wife and  
ALICIA SMITH, divorced

personally known to me to be the same person, 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 12<sup>th</sup>  
day of March A. D. 1977  
Frank G. Caputo  
Notary Public

Property of Cook County Clerk's Office

23855095

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

WILLIE PRATER and  
ALMA PRATER, his wife and  
ALICIA SMITH, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

END OF RECORDED DOCUMENT