

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

23 032 710

This Indenture, WITNESSETH, That the Grantor; BURREL LEE WILKS and GLORIA WILKS, his wife

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

for and in consideration of the sum of Thirty three hundred fifty four and 72/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONIA, 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 appurtenances 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:

The East 70 Feet of Lot 41 and the East 10 Feet of Lot 42, in Block 4,

In M.P. Bunge and Company's Second Subdivision being a Subdivision of the

South 1/2 of the North East 1/4 of the South East 1/4 of the Section 4,

Township 39 North, Range 13, East of the Third Principal Meridian.

Property of Cook County, Ill.

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, BURREL LEE WILKS and GLORIA WILKS, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable

ALLROIS BUILDERS, INC., for the sum of Thirty three hundred fifty four and

72/100 Dollars (\$3354.72) payable in 23 successive monthly instalments each

of \$149.78 except the final instalment which shall be equal to or less than

the monthly instalments due on the 1st day of May, 1975, and on the same date of each month thereafter, until paid, with interest

after maturity at the highest lawful rate.

THE GRANTORS, covenant and agree, 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 against said premises, and not deemed to exist in respect thereof; (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 to 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 hereon attached payable here, to the first Trustee of Mortgages, and, second, to the Trustee herein as their interests may appear, which policies shall be let and remain with the said Mortgages 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 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 the same with interest thereon from the date of payment at seven per cent. per annum, and all money so paid, the grantor, agrees to repay immediately without demand, and 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 both, the same as if all of said indebtedness, and 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 foregoing hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, and the whole title of said premises embracing foreclosure 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, 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 on 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 dissolved, 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 same.

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. Herkel of said County is hereby appointed to be first successor in this trust; and if for any like cause and first successor fail or refuse to act, the person who shall then be the acting Treasurer 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 March, A. D. 1975

Burrel Lee Wilks (SEAL) Gloria Wilks (SEAL)

23 032 710

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
BURREL LEE WILKS and GLORIA WILKS, his wife

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.

Given under my hand and Notarial Seal, this 21st
day of March A. D. 1979

Ken Starnes
Notary Public
Cook County, Illinois
1979

Property of Cook County Clerk's Office

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Box No. 246

SECOND MORTGAGE

Trust Deed

BURREL LEE WILKS and
GLORIA WILKS, his wife
TO
JOSEPH DEZONIA, Trustee

THIS INSTRUMENT IS RETURNED BY

L. La. Nette

23032710

END OF RECORDED DOCUMENT