

# UNOFFICIAL COPY

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

23 04 213

This Indenture, WITNESSETH, That the Grantor

JOHN HENRY LEE, JR., and KATIE M. LEE, his wife

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

for and in consideration of the sum of Twenty four hundred three and 00/100 Dollars in hand paid, CONVEY AND WARRANT to Joseph Dezonna, Trustee

of the City of Chicago County of Cook and State of Illinois 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 12 in Block 6 in Englefield, being a Subdivision of the South East 1/4 of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian

Hereby releasing and waiving all right 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 John Henry Lee, Jr. and Katie M. Lee, his wife

justly indebted upon their own principal promissory note bearing even date herewith, payable PONTIAC REMODELERS AND BUILDERS, INC., for the sum of Twenty four hundred three and 00/100 Dollars (\$2403.00) payable in 36 successive monthly instalments each of \$66.75 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 10th 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 GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) to pay... (3) that waste to said premises shall not be committed or suffered; (4) to keep... (5) to pay... (6) to pay... (7) to pay... (8) to pay... (9) to pay... (10) to pay... (11) to pay... (12) to pay... (13) to pay... (14) to pay... (15) to pay... (16) to pay... (17) to pay... (18) to pay... (19) to pay... (20) to pay... (21) to pay... (22) to pay... (23) to pay... (24) to pay... (25) to pay... (26) to pay... (27) to pay... (28) to pay... (29) to pay... (30) to pay... (31) to pay... (32) to pay... (33) to pay... (34) to pay... (35) to pay... (36) to pay... (37) to pay... (38) to pay... (39) to pay... (40) to pay... (41) to pay... (42) to pay... (43) to pay... (44) to pay... (45) to pay... (46) to pay... (47) to pay... (48) to pay... (49) to pay... (50) to pay... (51) to pay... (52) to pay... (53) to pay... (54) to pay... (55) to pay... (56) to pay... (57) to pay... (58) to pay... (59) to pay... (60) to pay... (61) to pay... (62) to pay... (63) to pay... (64) to pay... (65) to pay... (66) to pay... (67) to pay... (68) to pay... (69) to pay... (70) to pay... (71) to pay... (72) to pay... (73) to pay... (74) to pay... (75) to pay... (76) to pay... (77) to pay... (78) to pay... (79) to pay... (80) to pay... (81) to pay... (82) to pay... (83) to pay... (84) to pay... (85) to pay... (86) to pay... (87) to pay... (88) to pay... (89) to pay... (90) to pay... (91) to pay... (92) to pay... (93) to pay... (94) to pay... (95) to pay... (96) to pay... (97) to pay... (98) to pay... (99) to pay... (100) to pay...

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... 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...

IT IS AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing... including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing... 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 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 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... the 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 31st day of March A. D. 1975

John Henry Lee Jr (SEAL)  
Katie M. Lee (SEAL)

23 04 213

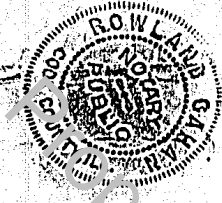
State of Illinois }  
County of Cook } ss.

I, Rowland Cahan  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
John Henry Lee, Jr. and Katie M. Lee, his wife

personally known to me to be the same person whose name is 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 31<sup>st</sup>  
day of March A. D. 19 75

*Rowland Cahan*  
Notary Public.



1975 APR 7 AM 10 54

APR-7-75 974021 23041213-A Rec 5.00

5.00

Box No. 246

SECOND MORTGAGE

Trust Deed

JOHN HENRY LEE, JR. and

KATIE M. LEE, his wife

TO

JOSEPH DEZORNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

*L. G. Metz*

First National Bank of Chicago  
686 North Dearborn Avenue  
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT