

UNOFFICIAL COPY

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

23 290 762

This Indenture, WITNESSETH, That the Grantor is

JOHN L. RICHARDSON and MARY RICHARDSON, his wife

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

for and consideration of the sum of Fifty three hundred sixty four and 60/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 22 in Block 11 in South Lynne, being Vail's Subdivision of the North 1/2 of Section 19, Township 38 North, Range 14, 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 Grantor, JOHN L. RICHARDSON and MARY RICHARDSON, his wife

justly indebted upon their ONE principal promissory note bearing even date herewith, payable ALL TITLE TRUST AND CONSTRUCTION COMPANY, for the sum of Fifty three hundred sixty four and 60/100 Dollars (\$5364.60) payable in 60 successive monthly installments each of \$89.41 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 15th day of December, 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, as herein and in said notes provided 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 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 where in said premises shall not be permitted or suffered; (5) To keep all buildings new or at any time on any premises insured in accordance with the terms of the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the amount attached payable first, in the first Trustee or Mortgagee, and, second, to the Trustee herein as if no interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior indebtedness, in the interest thereon, at the time or times when the same shall become due and payable; (7) In the event of failure on his part, or any failure of his estate, or the prior indorsement or the interest thereon when due, the grantor 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 indebtedness and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and with the same with interest thereon from the date of payment at seven per cent per annum, shall be so forth additional indebtedness secured hereby; (8) 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 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 had then matured by express terms.

It is Assented 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, costs for documentary stamps, attorney's charges, cost of preparing 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 proceeding wherein the grantor 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 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 all other amounts, and the costs of suit, including solicitor's fees have been paid. The grantor, for said premises, 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 that upon the filing of any bill to foreclose the 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 of 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 grantor, or of his refusal or failure to act, then AUGUST J. MORAN of said County to hereby appointed to be first successor in this trust; and if for some reason said first successor fail or refuse to act, the person who shall then be the acting Receiver of Deeds of said County to hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand and seal of the grantor this 4th day of November A. D. 1975

John L. Richardson (SEAL)
Mary Richardson (SEAL)

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State of Ill.
County of Cook } ss.

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I, Robert Crave

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
JOHN L. RICHARDSON and MARY RICHARDSON, 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 4th
day of July A. D. 1971

Robert Crave
Notary Public



Property of Cook County Clerk's Office

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For No. 100
SECOND MORTGAGE
Trust Deed

JOHN L. RICHARDSON and
MARY RICHARDSON, his wife
TO
SOUTH MICHIGAN TRUST CO

23296762

END OF RECORDED DOCUMENT