

UNOFFICIAL COPY

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

23 372 059

This Indenture, WITNESSETH, That the Grantor s

SARAH WILLIAMS, a widow

City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Thirty one hundred sixty five 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 and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein set forth 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 Sixty three (63) in Stinson's Subdivision of Block Seventeen (17) in Section 19, Township 39 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 Grantors SARAH WILLIAMS, a widow justly indebted upon their one principal promissory note bearing even date herewith, payable 1st Metropolitan Builders Division of Meier Construction Company, Inc., for the sum of Thirty one hundred sixty five and 00/100 Dollars (\$3165.00) payable in 59 successive monthly instalments each of \$52.75, except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 5th day of November 1975, and on the same date of each month thereafter, until paid, with interest at the maturity at the highest lawful rate.

This Grantor covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and hereinafter provided, according to the 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 repairs all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings and improvements on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies or on a plan to the holder of the first mortgage indebtedness, with insurance attached payable first, to the first Trustee or Mortgagee, and second, in the Trustee's favor; (6) the interest may accrue, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) to pay all fire, theft, windstorm, 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 grantor or his holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien on title affecting said premises, or pay all or any of the interest thereon, and the interest thereon from time to time, and all costs as aforesaid, the grantor agrees to repay immediately without delay, and the same with interest thereon from the date of payment of seven per cent per annum, shall be an 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 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 foreclosure decree 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 costs, 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 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 22nd day of September A. D. 1975.

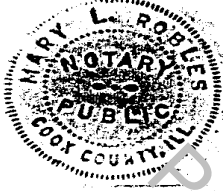
Sarah Williams (SEAL)

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State of Illinois
County of Cook ss.

I, Mary L. Rables
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
SARAH WILLIAMS, a widow



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 she signed, sealed and delivered the said instrument as her 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 22nd
day of September A. D. 1975
Mary L. Rables
Notary Public.

Property of Cook County Clerk's Office

RECORDED IN DEPT. OF CLERK
COOK COUNTY, ILL. 1975
JAN-27-75 131927 • 23372058 • A --- Rec --- 10.00

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Box No. 246
SECOND MORTGAGE
Trust Deed

SARAH WILLIAMS, a widow

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

L. LaMotte
1600 S. MICHIGAN
CHICAGO, ILLINOIS 60601

23372058

END OF RECORDED DOCUMENT