

23 377 683

This Indenture, WITNESSETH, That the Grantor

JUANITA V. HARRISON, divorced

of the County of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Twenty eight hundred eighty three and 60/100 Dollars in hand paid CONVEY AND WARRANT to JOSEPH DEZOGNA, Trustee of the County 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:

Parcel 1: Lot 39 (except the South 6 feet thereof) and all of Lot 40 in Block 1 in Richardson 3 Suburban of the North East Quarter of the North East Quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 JUANITA V. HARRISON, divorced

justly indebted upon her own principal promisor, now bearing even date herewith, payable 1st Metropolitan Builders Division of Melmar Construction Company, Inc., for the sum of Twenty eight hundred eighty three and 60/100 Dollars (\$2883.60) payable in 35 successive monthly instalments each of \$80.10 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 Nov. 1976, 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 the agreement extending time of payment; (2) To pay said indebtedness and the interest thereon, as herein and in said notes provided, on or before the day specified therein; (3) Within sixty days after destruction or damage to or loss of contents or contents on said premises, to replace or repair or to insure; (4) That waste in said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured in compliance with the terms hereof; (6) To be bound by the terms hereof to cause such insurance to continue according to the terms of it; (7) That mortgage interest on said premises shall be paid to the Trust Trustee or Trustee until the indebtedness is fully paid; (8) To pay all other obligations, taxes and interest thereon, at the time or times when the same shall become due and payable; (9) In the event of failure to make or pay interest or payments on the principal indebtedness 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 other obligations and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of seven per cent per annum, shall be an additional indebtedness secured hereby; (10) In the event of a breach of any of the aforesaid covenants or agreements by the holder of said indebtedness, including principal and all accrued 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 both, the same as if all of said indebtedness had then matured by express terms; (11) In addition to the grantor, that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure proceedings of said premises including reasonable attorney's fees and other charges, costs of advertising or conducting a sale of the whole or a part of said premises embracing foreclosure thereof shall be paid by the grantor, and the like expenses and disbursements, incurred by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, or each, may be a party, shall also be paid by the grantor; (12) 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 any proceeding in which foreclosure proceedings are had, whether or not such proceedings are had, and shall not be discharged, nor a release hereof given, until all such expenses and disbursements and the costs of suit, including attorney's fees have been paid; (13) The grantor, for and in behalf of her, her heirs, executors, administrators and assigns of said grantor, waive all right in the possession of and interest from, and promise paying such foreclosure proceedings and agree 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 of and proceed with power to collect the rents, issues and profits of the real premises.

In the event of the death, removal or absence from said County of the grantor, or of her refusal or failure to act, then August G. Markle of said County is hereby appointed as the first successor in this trust, and if for any reason said first successor fail or refuse to act, the person who shall then be the acting Receiver 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 trustee or his successor in trust, shall reconvey said premises to the party entitled, he receiving his reasonable charges.

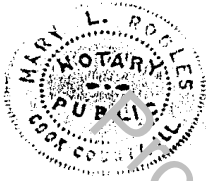
Witness the hand and seal of the grantor this 28th day of January, A. D. 1976.

Juanita V. Harrison (SEAL)

23 377 683

UNOFFICIAL COPY

State of Illinois } ss.  
County of Cook



I, Mary L. Rogles  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JUANITA Y. HARRISON, divorced

personally known to me to be the same person whose name in 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 25th  
day of January A. D. 1976  
Mary L. Rogles  
Notary Public

RECORDED  
FEB 2 1976  
134911 77600-A - Rec 10.00

10<sup>00</sup>

Sec. No. 246  
SECOND MORTGAGE  
Trust Deed

Juanita Y. Harrison, divorced  
TO  
JOSEPH DEZONNA, Trustee

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

20376SS

END OF RECORDED DOCUMENT