

24530157

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Vosezel Fleming and Eldora Fleming his wife  
(hereinafter called the Grantor), of 5229 W. Irving Chicago Illinois 60644  
(No. and Street) (City) (State)

for and in consideration of the sum of Six thousand three hundred thirty and no/100 - - - - Dollars  
in hand paid, CONVEY AND WARRANT By John J. Giano, Trustee c/o All State Credit Corp.  
of 5829 W. Irving Park Chgo. Ill. 60634 (City) (State)  
and to his successor 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, air-conditioning, 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 15 in John Flaherty's Resubdivision of Lots 1 to 12 in Block 2 in  
McCarthy's Subdivision of West 1/2 of South West 1/4 of North East 1/4 of  
Section 17, Township 39 North, Range 14, East of the Third Principal  
Meridian in Cook County Illinois (Except right of way Chicago, St. Louis,  
and Pittsburgh Railroad Company) 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 Vosezel Fleming and Eldora Fleming, his wife  
justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of All State Credit Corp. promissory note # 2266, dated  
June 23, 1978 duly signed by Vosezel Fleming and Eldora Fleming, his wife,  
payable according to the terms and tenor of a certain promissory note  
bearing even date hereon. 30 (Thirty) monthly installments at \$211.00  
(Two hundred eleven dollars) per month due August 2, 1978 and on the 2nd  
of every month thereafter till paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 a title 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 loss clause attached payable first, to the first Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees 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 so to insure, or pay taxes or assessments, or 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 all prior incumbrances 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 at eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 its terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees and charges 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 filing of such abstract, together with the whole title of said premises, shall be an additional lien upon said premises. All such expenses and disbursements, occasioned by any 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, which shall be taxed as costs and included in any judgment or decree that may be rendered in such foreclosure proceedings; which proceeding, 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 attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the 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 complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a receiver is: John J. Giano County of the grantee, or of his resignation,  
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,  
refusal or failure to act, then All State Credit Corp., 5829 W. Irving St. 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 grantor 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, S this 23rd day of June, 19 78.

Vosezel Fleming (SEAL)  
Eldora Fleming (SEAL)

This instrument was prepared by Dolores Janis C/O All State Credit 5829 W. Irving Park Chgo. Ill  
(NAME AND ADDRESS)


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UNOFFICIAL COPY

1978 JUL 12 AM 9 21

STATE OF Illinois JUL-12-78 80007 24530157 - REC 10.00  
COUNTY OF Cook ss.

I, Robert La Plume, a Notary Public in and for said County, in the State of said DO HEREBY CERTIFY that Mosezel Fleming and Eldora Fleming, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on 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 rights of homestead.

Given under my hand and notarial seal this 23rd day of June 1978.  
  
[Signature]  
Notary Public  
Commission Expires 7-11-81

10.00

BOX No.

SECOND MORTGAGE  
**Trust Deed**

Mosezel Fleming And Eldora Fleming  
his wife  
5233 W. Quincey Avenue  
Chicago Illinois 60644

TO

John J. Chirco, Trustee  
C/O All State Credit Corp.  
5829 W. Irving Park Road  
Chicago Illinois 60634

Address of Property

5742 S. May  
Chicago Illinois



All State Credit Corporation  
5829 W. Irving Park Road  
Chicago Illinois 60634

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LEGAL FORMS  
GEORGE E. EDGECOMBE