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TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Marzo A. Phillips & Nydia Phillips
 (hereinafter called the Grantor), of 4622 North Keiso Chicago, Illinois
(NUMBER AND STREET) (CITY) (STATE)
 for and in consideration of the sum of *** NINE THOUSAND TWO HUNDRED TWENTY TWO AND
NO/100 ----- *** Dollars
 in hand paid, CONVEY AND WARRANT to Lawrence Spade as Trustee
 of 4800 North Western Avenue Chicago, Illinois,
(NUMBER AND STREET) (CITY)
 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, 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 10 in Block 3 in Elston Avenue Addition to Irving Park being a Subdivision of Lot 4 in County Clerks Division of Lots 1 and 7 to 15 inclusive in Fitch and Hecox' Subdivision of the North East quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. **

A/K/A 4622 North Keiso Chicago, Illinois.

This Instrument Was
 PREPARED BY
 CHARLES J. CSAR
 3415 N. Western Ave. - Chgo., Ill.

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 Marzo A. Phillips & Nydia Phillips justly indebted upon one instalment ~~of a promissory note~~ bearing even date herewith, payable to COMMERCIAL NATIONAL BANK OF CHICAGO in instalments as follows:

ONE HUNDRED FIFTY THREE AND 70/100 Dollars on the 20th day of August, 1977 and ONE HUNDRED FIFTY THREE AND 70/100 Dollars on the 20th day of each month thereafter to and including the 20th day of June, 1982 with a final payment of the balance due on the 20th day of July, 1982 with interest on the principal balance from time to time unpaid at the rate of 12.51 per cent per annum payable monthly.

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 prior to the due date of 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 waste 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 approved by the grantor herein, 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 Trustees until the indebtedness is fully paid; (6) to pay all premiums, advances, 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 the prior incumbrances or discharge 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 the maximum rate provided by law and shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements by 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 the maximum rate provided by law and shall be recoverable by foreclosure thereof, or by suit at law, 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 plaintiff in connection with the foreclosure hereof-including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees shall be paid by the Grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee 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 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 his 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, 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.

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 Robert C. Gallagher 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 5th day of July, 1977.

Marzo A. Phillips (SEAL)
Nydia Phillips (SEAL)
 Nydia Phillips

Identification No. 30284

This is to certify that this is the Trust Deed described in note of even date.

By Lawrence Spade, Trustee
 Lawrence Spade - TRUSTEE

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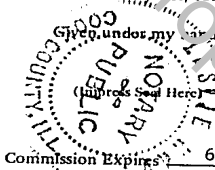
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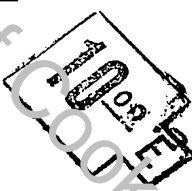
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Leslie A. May, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marzo A. Phillips & Nydia Phillips, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this 21st day of July, 19 77.
I, under my hand and notarial seal this 21st day of July, 19 77.



Leslie A. May
Notary Public

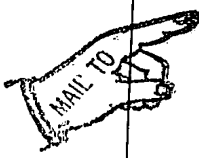


Property of Cook County Clerk's Office 24024942

BOX NO. 490

SECOND MORTGAGE
Trust Deed

Nydia Phillips
Nydia Phillips TO
Marzo A. Phillips
Chicago Illinois



COMMERCIAL NATIONAL BANK
4330 N. WESTERN AVENUE
CHICAGO, ILLINOIS 60625

END OF RECORDED DOCUMENT