

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

24 139 527

THIS INDENTURE, WITNESSETH, That the Grantors, Donald Allen & Dorothy Allen AKA Dorothy Hill, his wife of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Fifteen Thousand Four Hundred Ninety One and 40/100-- Dollars in hand paid, CONVEY AND WARRANT to Ruben Harris, as Trustee Intercontinental Center of the city of Maywood, County of Cook and State of Illinois as trustee, 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 40 in Jeffery Manor, being a resubdivision of part of block 1, all of blocks 2 to 10, both inclusive, and part of block 11, including vacated alleys and parts of South Clyde Avenue and South Paxton Avenue, East 96th Street, East 96th Place, East 97th Street, East 97th Place, East 98th Street and East 98th Place, all in Hugh Maginnis' 95th Street Subdivision of the East half of the West half of the North East quarter of Section 12, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded November 10, 1942 as document 12987496, 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 Grantors are justly indebted upon one principal promissory note bearing even date herewith, payable in the sum of

Fifteen Thousand Four Hundred Ninety One and 40/100--- (\$15,491.40) --- payable in sixty (60) equal and successive monthly installments of Two Hundred Fifty Eight and 19/100----- (\$ 258.19) ----- each beginning Oct. 28, 1977 and ending Sept. 28, 1982.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of each month, 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, or build or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) to waive to said premises shall not be considered as 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 Mortgagee 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 the 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 grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 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 both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereon—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 grantors; 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 such, may be a party, shall also be paid by the grantors. 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fee, have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, and agree 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 grantors, or to any party claiming under said grantors, 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 Melvin Cohen 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

WITNESS their hands and seals this 23rd day of Sept., 1977.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(Seal) Donald Allen (Seal)  
Donald Allen

Dorothy Hill (Seal) Dorothy Allen (Seal)  
AKA Dorothy Hill Dorothy Allen

County of COOK sa., I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Donald Allen & Dorothy Allen AKA Dorothy Hill, 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 23rd 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 official seal, this 23rd day of Sept., 1977.

July 5, 1981 Notary Public

This mortgage was prepared by Ruben Harris, Intercontinental Center, Maywood, Ill. (Name) (Address) 60153

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*Shirley R. Wilson*

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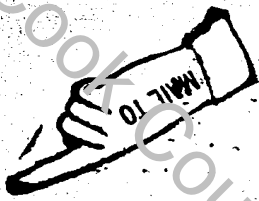
RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

OCT--7-77 455704 • 24139527 • A — Rec

10.00

Property of Cook County Clerk's Office

10.00 E



*Please Return To:*  
**HARRIS LOAN & MORTGAGE CORP.**  
Intercontinental Center, Suite 300  
Eisenhower Expwy. at First Ave.  
Maywood, Illinois 60153

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