

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

NO. 102NW

24 205 517

This Instrument, WITNESSETH, That the Grantors

BOOKER SANDERS and ETHELENE SANDERS, his wife, a/k/a

Ethelene Cleaves Sanders

of the Village of Bellwood, County of Cook, and State of Illinois

for and in consideration of the sum of Eighteen hundred two and 16/100 Dollars

in hand paid CONVEY AND WARRANT to JOSEPH DEZOHNA, Trustee

of the City of Chicago, County of Cook, and State of Illinois

and to his successors in trust herein 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 appertaining thereto, together with all rents, issues and profits of said premises, situated in the Village of Bellwood, County of Cook, and State of Illinois, to-wit: Lot 22 in Sunrise Builders, Inc., a resubdivision of Lots 1 to 22, both inclusive, Lots 25, 26, 27, 32, 33, 34, and 35, together with the East and West vacated alley lying South of Lots 5 and 18 and lying North of Lots 6 to 17 inclusive (except the West 110.0 feet of Lots 32, 33, 34 and 35 and also (except that part of Lots 1 to 5, and vacated alley South of said Lot 5 lying Easterly of a line described as follows: Beginning at a point on the North line of said Lot 1 60.20 feet West of the North East corner of said Lot 4 thence South 560.00 feet to a point which is 62.60 feet West of the East line of said Lot 5; thence Southeasterly to the North East corner of aforesaid Lot 6) also that part of vacated 32nd Avenue lying South of a line parallel with and 253.0 feet South of the South line of Grant Avenue and North of a line parallel with and 534.77 feet South of South line of Grant Avenue all in Henry Ulrich's addition to Bellwood being a subdivision of that part of the South 1/2 of the North East 1/4 North of St. Charles Road and West of and adjoining 20 acres subdivision by Jacob Glos in Section 9, Township 39 North, Range 12, 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 Grantors BOOKER SANDERS and ETHELENE SANDERS, his wife, a/k/a

ETHELENE CLEAVES SANDERS

justly indebted upon one principal promissory note bearing even date herewith, payable

TOWN AND COUNTRY HOME PRODUCTS, INC.,

for the sum of Eighteen hundred two and 16/100 Dollars (\$1802.16)

payable in 35 successive monthly instalments each of \$50.06 and the final

instalment which shall be equal to or less than the monthly instalments due

on the note commencing on the 1st day of Jan. 1977, 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: 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 June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair in the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (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 accordance to be specified by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage hereunder, with loss clause attached payable first, to the First Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear; (6) no lien shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) to pay all prior incumbrances, and the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or may such taxes or assessments, or discharge or purchase any 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 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.

THE EFFECT 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 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 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 decrees 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 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending 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 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 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 18th day of November, A. D. 19 77

X Booker Sanders (SEAL)

X Ethelene Sanders (SEAL)

Ethelene Cleaves Sanders (SEAL)

(SEAL)

24 205 517

State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
BOOKER SANDERS and ETHELENE SANDERS, his wife a/k/
ETHELENE CLEAVES SANDERS

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me 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 right of homestead.

Given under my hand and Notarial Seal, this 18th
day of November A. D. 1977

[Signature]
Notary Public

Property of Cook County Clerk's Office

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21205517

Box No. 246

SECOND MORTGAGE

Trust Deed

BOOKER SANDERS and
ETHELENE SANDERS, his wife a/k/a
ETHELENE CLEAVES SANDERS

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

END OF RECORDED DOCUMENT