

25560952

This Indenture, WITNESSETH, That the Grantor S.
Jack Dixon and Mary A. Dixon, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eleven thousand three hundred ten & 00/100- Dollars
in hand paid, CONVEY AND WARRANT to Austin Bank of Chicago
of the City 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 appar-
atus 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:

The North 37 1/2 feet of Lot 2 in Block 2 in the
Subdivision of the East 1/2 of the West 1/2 of the
North East 1/4 of the South West 1/4 lying South of
Lake Street of Section 9, Township 39 North, Range
13 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 S., Jack Dixon and Mary A. Dixon, his wife
one
justly indebted upon one principal promissory note bearing even date herewith, payable
in sixty (60) equal monthly installments of
One hundred eighty-eight & 5/100 dollars (\$188.50),
commencing on the 24th day of September, 1980, and
continuing consecutively each month thereafter on the
24th day of each month, with a final payment of the
balance due on the 24th day of August, 1985.

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THE GRANTOR S. covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and by said notes provided, or
according to any agreement extending time of payment; (2) to pay prior to the first day of January in each year, all taxes and assessments on said premises,
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to said premises, to build or restore all buildings or improvements on said premises
that may have been destroyed or damaged; (4) that waste on 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 grantor herein, who is hereby authorized to place such insurance in companies of his or her own
choice, and to pay the premiums thereon, and to assign to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the holder of the first mortgage, and, second, to the Trustee herein, all the interest
may appear, which policies shall be left and remain with the said mortgagee until the indebtedness is fully paid; (6) to pay all prior incumbrances,
and the interest thereon, at the times or times when the same shall become due and payable.
In the event of failure to so insure, or pay taxes or assessments, or to discharge or purchase any tax lien or title affecting said premises, or to pay
of said indebtedness, may procure such insurance, or pay such taxes or assessments, or to discharge or purchase any tax lien or title affecting said premises, or to pay
all prior incumbrances and the interest thereon from time to time; and in any event, the grantor S. agrees 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 or by suit at law, or by both, the same as if all of said indebtedness had then matured by
express terms.
It is AGREED by the grantor S. that all expenses of disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
of, including reasonable solicitor's fees, outlays for documents, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole
title of said premises embracing foreclosure decree, and the like expenses and disbursements, occasioned by any suit or pro-
ceeding wherein the grantor or any holder of any part of the indebtedness, as such, may be a party, shall also be paid by the grantor S. All such expenses
and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure
proceedings; which proceedings, whether decreed or not, shall not be dismissed, nor a release hereof given, until all such expenses
and disbursements, and the costs of suit, including reasonable attorney's fees have been paid. The grantor S. for said grantor S. and for the heirs, executors, administrators
and assigns of said grantor S. waive all claims to possession of, and income from, said premises pending such foreclosure proceedings, and agree that
upon the filing of any bill to foreclose this trust, the court in which such bill is filed, may at once and without notice to the said grantor S. or to any party
claiming under said grantor S., appoint a receiver to take possession and 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 grantor, or of his refusal or failure to act, then
Chicago Title Trust Company of said County is hereby appointed to be first successor in this trust; and if for
any like cause said first successor should be unable 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 the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to
the party entitled, on receiving the reasonable charges.

Witness the hand S. and seal S. of the grantor S. this 15th day of August A. D. 19 80

X Jack Dixon (SEAL)
Jack Dixon
X Mary A. Dixon (SEAL)
Mary A. Dixon (SEAL)
(SEAL)

UNOFFICIAL COPY

1980 AUG 26 PM 1 48

State of Illinois
County of Cook

I, AUG 26 1980 wagner 7 8 25560952 -- REC 10.00

a Notary Public in and for said County, in the State aforesaid, ~~Do~~ Herby Certify that
Jack Dixon & Mary A. Dixon, his wife

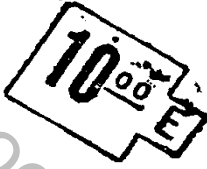
personally known to me to be the same person^s whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 15th
day of August A. D. 19 80

Don Notary Public



Property of Cook County Clerk's Office



Box No. _____
SECOND MORTGAGE
Trust Deed

Jack Dixon & Mary A Dixon (his wife)
234 N Lockwood
Chicago, Ill 60644
TO
Austin Bank of Chicago
5645 W. Lake Street
Chicago, Illinois 60644

25560952
GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT