

This Indenture, WITNESSETH, That the Grantor William Patterson
716 N. Drake

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

for and in consideration of the sum of Two thousand six hundred forty-two and 40/100 dollars in hand paid, CONVEY AND WARRANT to Harper Investment Co., A Partnership of the Town of Cicero 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 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 17 in the Subdivision of Block 4 in Hardings Subdivision of the West 1/2 of the Northeast 1/4 of Section 11, 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 William Patterson justly indebted upon principal promissory note bearing even date herewith, payable Harper Investment Co., A Partnership, in the amount of Two Thousand Six Hundred Forty-Two and 40/100 dollars 30 installments of \$88.08 each paid on the same date of each month thereafter until paid.

THE GRANTOR William Patterson covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and as 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 due 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 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 Trustees 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 grantor or his 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 William Patterson 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 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 William Patterson 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 decree—shall be paid by the grantor William Patterson; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor William Patterson. 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 shall release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor William Patterson for said grantor William Patterson and for the heirs, executors, administrators and assigns of said grantor William Patterson waives 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 William Patterson or to any party claiming under said grantor William Patterson 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 Richard J. Koppek 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 August A. D. 19 80

William Patterson (SEAL)

THIS INSTRUMENT WAS PREPARED BY

Richard J. Koppek
ALL STATE LUMBER COMPANY
2939 SOUTH CICERO AVENUE
CICERO, ILLINOIS 60550

(SEAL)

(SEAL)

(SEAL)

25629623

UNOFFICIAL COPY

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State of Illinois }
County of Cook } ss.

I, Arthur W. Malina No. 25629623 REC 10.15

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
William Patterson

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 5th
day of August A. D. 19 80

Arthur W. Malina



PLEASE RETURN TO

HARPER INVESTMENT
2237 S. Cicero Ave
Cicero, Ill. 60650



25629623

Box No.

SECOND MORTGAGE

Trust Deed

TO

Pay to the order of Harper Investment Co., A Partnership, of Cicero without recourse.

BY: Harper Investment Co.

TITLE: A Partner

Company: All State Lumber Co.

GEORGE COLE COMPANY

END OF RECORDED DOCUMENT