

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantors

25946014

C. B. HOLMES and BETTY HOLMES, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fifty hundred sixty three and 40/100 Dollars

to hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois
and 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 3 in Thomas H. Hulbery's Subdivision of Lots 15 to 22 inclusive in Loring's Subdivision of Block 7 in Morton's Subdivision of the East 1/2 of the North West 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 616 N. Monticello Avenue, Chicago, 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 Grantors, C. B. HOLMES and BETTY HOLMES, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable ZARCO CONSTRUCTION COMPANY, INC.,

for the sum of Fifty hundred sixty three and 40/100 Dollars (\$5063.40)

payable in 59 successive monthly instalments each of \$84.39 and a final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 2nd day of Sept. 1981, and on the same date of each month thereafter, until paid, with interest after maturity, at the highest lawful rate.

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THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, according to any agreement extending time of payment; (2) To pay to the first day of June in each year, all taxes and assessments equal to said premises, and as demanded 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 compliance with the policy herein, who is hereby authorized to place said insurance in compliance with the policy of the first mortgage hereinbefore, with increases attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior incumbrances on said premises, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the like or disbursements or the interest thereon when due, the grantors 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 complainant in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing forcible entry, shall be paid by the grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors 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 discontinued, nor a release beyond ground, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors, 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 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, removal or absence from said Cook County of the grantors, or of their 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 Mayor of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantors or his messenger in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 20th day of July A. D. 19 81

X C.B. Holmes (SEAL)

X Betty Holmes (SEAL)

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State of Illinois
County of Cook } ss.


I, Joseph Capitani
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
C. B. HOLMES and Betty HOLMES, his wife

personally known to me to be the same persons 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 20th
day of July A. D. 1981

Property of Cook County Clerk's Office

COMER: 3/2/82

Joseph Capitani


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Box No. 246

SECOND MORTGAGE

Trust Deed

C. B. HOLMES and
BETTY HOLMES, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
J. DeZonna
Northeast National Bank of Chicago
3925 North Milwaukee Avenue
Chicago, Illinois 60641

25946014

END OF RECORDED DOCUMENT