

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

25337513

This Indenture, WITNESSETH, That the Grantor Willie L. Nunnally and wife, Katherine

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

for and in consideration of the sum of Seven Thousand Eight Hundred Eighty Five Dollars and 92/100's in hand paid CONVEY AND WARRANT to The Northern Trust Company

of the city of Chicago County of Cook and State of Illinois 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 13 in Block 3 in Englewood Heights Sub of Wrights Sub of the N $\frac{1}{2}$  of part of the East  $\frac{1}{4}$  of Section 6 Township 37 North, Range 14 East of the third principal meridian.

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 Willie L. Nunnally and wife, Katherine justly indebted upon the holders of the installment note in installments as follows:

Ninety Three and 88/100 Dollars (\$93.88) due on the 28th day of January, 1980 and Ninety Three and 88/100 Dollars (\$93.88) due on the 28th day of each month thereafter until said note is fully paid except for principal and interest, if not sooner paid, shall be due on the 28th day of December, 1986.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and hereafter 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 on 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 new at all times 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, and if no interest 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 taxes, 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 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 grantor 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 accrued 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 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, 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. 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 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 County of the grantor, or of his refusal or failure to act, then

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 grantor 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

This instrument prepared by: Milton Schafer (SEAL)  
Willie L. Nunnally (SEAL)  
Katherine Nunnally (SEAL)

1559 North Mannheim Road (SEAL)  
Stone Park, Illinois 60165 (SEAL)

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NOTARY PUBLIC  
COOK COUNTY ILLINOIS

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State of Illinois  
County of Cook } ss.

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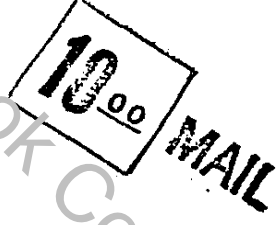
I, Harry S. Brand  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Willie L. Nunnally and wife, Katherine

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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.

Done under my hand and Notarial Seal, this 28<sup>th</sup>  
day of December A. D. 1979

Harry S. Brand  
Notary Public

My Commission Expires July 6, 1983



Property of Cook County Clerk's Office

Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO



The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675  
Attn: S. M. Vlasick-N-10

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