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26466561

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor
BEN NEWTON

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

for and in consideration of the sum of Eighty-eight hundred eighty & 66/100 Dollars
has paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois
and the 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 ap-
paratus 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:

Lots 1 to 4 in J. C. Daley's Subdivision of Lots 2 and 3 in
Block 6 in L. W. Stone's Subdivision of the East 20 acres of North 30
acres of the West 1/2 of the South West 1/4 of Section 3, Township
38 North, Range 14 East of the Third Principal Meridian, in Cook
County, Illinois, commonly known as 4401-07 South Michigan Ave.,
Chicago, 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 BEN NEWTON

justly indebted upon his one principal promissory note bearing even date herewith, payable
ZARCO CONSTRUCTION CO., INC. for the sum of Eighty-eight hundred
eighty & 66/100 dollars (\$8,880.66)

payable in 18 successive monthly instalments each of \$493.37 due
on the note commencing on the 12th day of Feb. 1962 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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) 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or hereafter 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 insurance attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as trustee
of the first mortgage indebtedness, which policies shall be left and remain with the said Mortgagee or Trustee 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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, and
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 by both, the same as if all of said indebtedness had then matured
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 here-
of 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 pro-
ceeding 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 fore-
closure proceedings; which proceedings, 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 grantor, or of his refusal or failure to act, then
Thomas S. Hansen of said County is hereby appointed to be first successor in this trust; and if for
any like cause the 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 30th day of December A. D. 1962

(SEAL)
Ben Newton (SEAL)
(SEAL)
(SEAL)

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26466561

202 JAN 15 10 10 AM '62

1983 JAN 12 AM 10 49

State of Illinois
County of Cook

SS. COOK COUNTY ILLINOIS

RECORDED 11/11/82

I, Joseph Caputo 26466561 REC 10.00

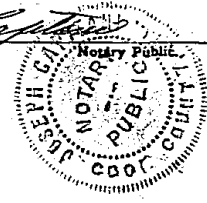
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Ben Newton

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.

Witness under my hand and Notarial Seal, this 30th day of December A. D. 1982

Joseph Caputo
Notary Public



Property of Cook County Clerk's Office

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26 466 561

Box No. 246

SECOND MORTGAGE

Trust Deed

BEN NEWTON

TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMotte

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

END OF RECORDED DOCUMENT