

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor 26492412

EMILY W. JACKSON, a widow.

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

for and in consideration of the sum of Eleven thousand three hundred fifteen & 52/100 Dollars

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

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 appurtenances 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 16 in Block 1 in Minnick's Subdivision of the East 11 1/4 acres

of the South 1/2 of the South 1/2 of the North 1/2 of the SE 1/4 of

Section 17, Township 38 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois, commonly known as 6049-S. Green,

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 EMILY W. JACKSON, a widow

justly indebted upon her one principal promissory note bearing even date herewith, payable ALARD HOME IMPROVEMENT CO. for the sum of Eleven thousand three hundred fifteen & 52/100 dollars (\$11,315.52)

payable in 72 successive monthly instalments, each of \$157.16 due

on the note commencing on the 10th day of March 1933, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

26492412

This Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 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 or improvements on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies as may appear 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 hereunder, as 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 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 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... agree... to repay immediately with out 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 said 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 the nature of 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 preparing 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 grantee 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... 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 costs 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. Larsen 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 Receiver 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 25th day of January A. D. 1933

Emily W. Jackson (SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

State of Illinois  
County of Cook ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
EMILY W. JACKSON, a widow

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 she signed, sealed and delivered the said instrument as her 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 25th  
day of January 1983

*Pauline Roddy*



26492412

1983 FEB 27 AM 9:50  
COOK COUNTY ILLINOIS

RECORDER

FEB-2 -83 699789 26492412 A - REC 10.00

Box No. 246

SECOND MORTGAGE

**Trust Deed**

EMILY W. JACKSON, a widow

TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
L. J. Laforte

COMMERCIAL BANK  
OF THE SOUTH  
300 S. WASHINGTON AVENUE  
CHICAGO, ILLINOIS 60601

26 492 412

END OF RECORDED DOCUMENT