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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

26660697

This Indenture, WITNESSETH, That the Grantor ARTHUR F. BROWN and DEANNA F. BROWN, his wife

of the Village of Homewood County of Cook and State of Illinois for and in consideration of the sum of Twenty thousand, seventy-six and 12/100 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Homewood County of Cook and State of Illinois, to-wit: Lot 15 in Block 10 in Homewood Estates Subdivision, being the East 3/4 of the East 1/2 of the Southwest 1/4 and also Lots 31, 32, 39, 47 and 48 of Cowing Brothers 2nd Addition to Homewood as Recorded February 14, 1911 as Document No. 12624019 all in Section 36, Township 36 North, Range 13, East of the Third Principal Meridian according to the Plat thereof recorded August 3, 1967 in the Recorder's Office of Cook County, Illinois as Document No. 20217906 in Cook County, Illinois, commonly known as 17959 Los Angeles, Homewood, 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 ARTHUR F. BROWN and DEANNA F. BROWN, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable NORTHWEST NATIONAL BANK OF CHICAGO for the sum of twenty thousand, seventy-six and 12/100 dollars (20,076.12)

payable in 36 successive monthly instalments each of \$557.67 due on the note commencing on the 5th day of Aug 1983, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR... covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 repairs 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 and 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 to the interest, and the interest thereon, at the time of 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 trustee 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 pay the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby, and shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and such 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 thereunto 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 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 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 of 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 Thomas S. Larsen of said County is hereby appointed to be first successor in this trust; and if for some reason 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 S this 23rd day of June A. D. 1983

Arthur F. Brown (SEAL)

Deanna F. Brown (SEAL)

(SEAL)

(SEAL)

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State of Illinois }  
County of Cook } ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
ARTHUR F. BROWN and DEANNA F. BROWN, 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.

done under my hand and Notarial Seal, this 20  
day of June A. D. 1983.  
*[Signature]*  
Notary Public.



My Commission Expires  
8-20-1985

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RECORDED  
COOK COUNTY CLERK'S OFFICE

*II*  
Box No. 246  
SECOND MORTGAGE  
**Trust Deed**

ARTHUR F. BROWN and DEANNA F. BROWN,  
his wife

TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

I. J. LAMOTTE  
NORTHWEST NATIONAL BANK OF  
CHICAGO  
3985 N. MILWAUKEE AVE.  
CHICAGO, IL 60641



26660697

END OF RECORDED DOCUMENT