

26795645

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor  
WILLIAM T. BROWN and IREANE BROWN, his wife

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

for and in consideration of the sum of NINETY-EIGHT HUNDRED SEVENTY THREE & 60/100 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 13 in Ballard and Darlow's Subdivision Continued being a  
Subdivision of that part of Lot 1 in Block 1 in Austin and Merrick's  
Subdivision of West 1/2 of the North West 1/4 of Section 9, Township  
39 North, Range 13 East of the Third Principal Meridian, not included  
in a former Subdivision of the West 201 feet of SD Lot 1 in Block 1  
in Cook County, IL, commonly known as: 410 N. Pine, Chicago, IL

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 WILLIAM T. BROWN and IREANE BROWN, his wife  
justly indebted upon their one principal promissory note bearing even date herewith, payable  
LANDMARK BUILDERS, INC., for the sum of NINETY-EIGHT HUNDRED  
SEVENTY THREE AND 60/100 (\$9,873.60) Dollars  
payable in 60 successive monthly instalments each of \$164.56 due  
on the note commencing on the 2nd day of Nov. 1983 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 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 now or at any time 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 provisions attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as if our interests  
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,  
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 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 or pay  
all prior incumbrances and the interest thereon from time to time, and all moneys 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 by this deed.

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 recording of this deed,  
including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts of title, and 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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 or charge of said premises with power to collect the rents, issues and profits of the  
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  
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 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 19th day of September A. D. 19 83

William T. Brown (SEAL)  
Irene Brown (SEAL)


UNOFFICIAL COPY

State of Illinois  
County of Cook ss.

I, HARRY WARNER  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
WILLIAM T. BROWN and IREANE 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.

Witness under my hand and Notarial Seal, this 19th  
day of September A. D. 19 83

Harry Warner  
Comm. Exp. Sept 1985  


Property of Cook County Clerk's Office

SEP 27 1983

SEP-27-83 770343 26795645 A - REC 10.00

Box No. 246

SECOND MORTGAGE

# Trust Deed

WILLIAM T. BROWN  
and IREANE BROWN, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMotte

NORTHWEST NATIONAL BANK  
3985 N. Milwaukee Avenue  
Chicago, IL 60641

26795645

END OF RECORDED DOCUMENT