

UNOFFICIAL COPY

TRUST 2126

NO. 1019W

26825694

This Indenture, of HEREBY, that the Grantor
ROCKY JACKSON and BETTY JACKSON, his wife

of the City of Chicago, Cook County, Illinois

do hereby grant, sell, convey and warrant unto JOSEPH DEZANHA, Trustee

of the City of Chicago, Cook County, 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, Cook County, Illinois, to-wit:

Lot 15 in the Re subdivision of Lots 1 to 15 in Block 3 in
T. P. Phillip's Equitable Land Association Second Addition to
Chicago in the SE 1/4 of Section 27, Township 39 North, Range 13
East of the Third Principal Meridian, in Cook County, IL,
commonly known as: 4343 W. Cullerton Street, 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 ROCKY JACKSON AND BETTY JACKSON, his wife
their
justly indebted upon one principal promissory note bearing even date herewith, payable
PRESTIGE ALUMINUM CORPORATION, for the sum of Ten Thousand Three
Hundred Ninety Four and 64/100 (\$10,394.64) dollars
payable in 72 successive monthly instalments each of \$144.34 due
on the note commencing on the 19th day of NOV. 1983 and on the same date
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 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, 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, improvements 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 payable attached payable first, to the first Trustee or Mortgagee, which policies shall be left and remain in 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 so 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 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 unpaid 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 ACKNOWLEDGED 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, attorney'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 discontinued, 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 or foreclosure in the 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 any like person shall be deemed to be the acting Trustee of said County is hereby appointed to be first successor in this trust; and if for any like reason said first successor fail or refuse to act, the person who shall then be the acting Trustee 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, not receiving any reasonable charge.

Witness the hand and seal of the grantor this 6th day of October 83
A. D. 19
Rocky Jackson (SEAL)
Betty Jackson (SEAL)

26825694

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State of Illinois
County of Cook } ss.

I, Michael J. Lopez

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ROCKY JACKSON AND BETTY JACKSON, his wife

personally known to me to be the same person 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.

Given under my hand and Notarial Seal, this 6th
day of October A. D. 19 83

Michael J. Lopez
Notary Public



Property of Cook County Clerk's Office

J. C. C. 1

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10.00

Box No. 246

Trust Deed

ROCKY JACKSON and
BETTY JACKSON, his wife
TO
JOSEPH DEZONIA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMotte

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

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

26825694

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END OF RECORDED DOCUMENT