

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

26988854

This Indenture, WITNESSETH, That the Grantor BENNIE BROWN and VANILLA BROWN, his wife

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

and in consideration of the sum of Twenty four hundred forty-one and 28/100 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 every thing 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 17 in Donigan's Subdivision of 3 acres South of and adjoining the North 3 acres of the East 15 acres of the North 30 acres of Lot 38 in School Trustees' Subdivision in Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 5920 South Lowe, 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 BENNIE BROWN and VANILLA BROWN, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable to ALARD HOME IMPROVEMENTS CORP., for the sum of Twenty four hundred forty-one and 28/100 dollars (\$2441.28) payable in 48 successive monthly instalments each of \$50.86 due on the note commencing on the 8th day of April 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 herein and in said note provided for 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 or rebuilding or improvements on said premises that may have been destroyed or damaged, to cause the same to be repaired or replaced; (4) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee hereinafter as hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with low clause attached payable first, to the first Trustee in Mortgages; and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustee until the indebtedness is fully paid; (5) to pay all prior incumbrances, and the interest thereon, at the times 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 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 earned 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 in 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 foreclosure hereof including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees, 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, 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, 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 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. Larson 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 24th day of February A. D. 19 84. Bennie Brown (SEAL) and Vanilla Brown (SEAL)

26988854

State of Illinois }
County of Cook } 55.

I, BENNIE BROWN
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
and VANILLA BROWN, his wife

personally known to me to be the same person & whose name & 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
day of February 24, A. D. 19 84

Bennie Brown
Notary Public

26 988 854



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Box No. 246

SECOND MORTGAGE

Trust Deed

BENNIE BROWN and
VANILLA BROWN, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMotte
Northwest National Bank
3985 Milwaukee Avenue
Chicago, Illinois 60641

END OF RECORDED DOCUMENT