

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor<sup>S</sup> 26092648  
ABBBIE JOHNSON and MARY L. JOHNSON, his wife

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

for and in consideration of the sum of WENTY-SIX HUNDRED NINETY-SIX & 76/100 Dollars  
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois  
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 77 in the Resubdivision of Lots 1 & 2 and Lots 4 to 30 inclusive in Block 1, Lots 1 to 30 inclusive in Block 2, Lots 1 to 30 inclusive in Block 3, Lots 1 to 9 inclusive, and 12 to 29 inclusive in Block 4, Lots 1 to 5 inclusive, Lots 8 to 29 inclusive in Block 5, Lots 1 to 30 inclusive in Block 6, Lots 1 to 30 inclusive in Block 7, Lots 1, 2 & 6 to 30 inclusive in Block 8, all in Dewey & Casteller's Subdivision of Blocks 1, 2, 3 & 4 in the Subdivision by Fredk M. Jones and Others in the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1420 W. 71st Place 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<sup>S</sup> ABBBIE JOHNSON and MARY L. JOHNSON, his wife  
justly indebted upon her one principal promissory note bearing even date herewith, payable PLYWOOD HOME IMPROVEMENT CO., for the sum of Twenty-six Hundred Ninety-six & 76/100 Dollars (\$2696.76)

payable in 35 successive monthly instalments each of \$74.91 and a final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 26th day of Jan. 1982 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

26092648

THE GRANTOR<sup>S</sup> 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 on 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 of the first mortgage indebtedness, with insurances attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee hereunder, interest 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 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<sup>S</sup> agree to repay immediately without deduction 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 at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor<sup>S</sup> that all expenses and disbursements 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<sup>S</sup>; and the like expenses and disbursements, occasioned by any suit or proceedings 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<sup>S</sup>. 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<sup>S</sup> for said grantor<sup>S</sup> and for the heirs, executors, administrators and assigns of said grantor<sup>S</sup> waive all rights 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<sup>S</sup> or to any party claiming under said grantor<sup>S</sup>, 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 AUGUST G. Merkel of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fails or refuses 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.

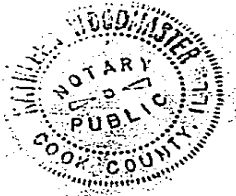
Witness the hand and seal of the grantor<sup>S</sup> this 17th day of December A. D. 19 81

Abbie Johnson (SEAL)  
Mary L. Johnson (SEAL)  
(SEAL)  
(SEAL)

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State of Illinois  
County of Cook ss.



I, KATHLEEN WOODMASTER  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
ABBIE JOHNSON AND MARY L JOHNSON

personally known to me to be the same persons whose name S. RFP subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 17th  
day of Dec. A. D. 1981

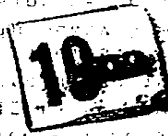
Kathleen Woodmaster  
Notary Public

My Commission Expires November 3, 1983

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1981 DEC 23 AM 10 14

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Box No. 246

SECOND MORTGAGE  
**Trust Deed**

ABBIE JOHNSON and  
MARY L. JOHNSON, his wife  
TO  
JOSEPH DEZONNA, Trustee.

THIS INSTRUMENT WAS PREPARED BY:  
L. J. LaMotte

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

26092648

END OF RECORDED DOCUMENT