

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor^s
WADE J. MEYERS and LOUISE MEYERS, his wife

26364137

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Two Thousand Eight Hundred Twenty Two and 40/100 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, 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 43 in Block 25 in South Lynne, a Subdivision of the North 1/2
of Section 19, Township 38 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois, commonly known as
6415 S. Damen, Chicago, Ill.

26364137

Hersby 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^s
justly indebted upon their one principal promissory note bearing even date herewith, payable
CORRECT GENERAL CONTRACTOR, for the sum of Two Thousand Eight Hundred Twenty Two
and 40/100 Dollars. (\$2822.40)
payable in 59 successive monthly instalments each of \$7.04 and a final
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 16 day of Oct. 1982, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

The GRANTOR^s covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in schedule as 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 by exhibitor recipient, to pay all taxes and assessments against the improvements on said premises, and to keep all buildings, structures, and fixtures on said premises in good repair; (3) to keep all buildings, structures, and fixtures 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 clause attached payable first, to the first Trustee or Mortgagor, and, second, to the Trustee herein as the interest of the first mortgagee, and third, to the grantee herein until the indebtedness is fully paid; (4) 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 incumbencies or the interest thereon when due, the grantee or the holder of said indebtedness, and the interest thereon from time to time, and all money so paid, shall be entitled to sue for the same, 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 and agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the grantee, be paid in full, 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^s that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosed herein, including attorney's fees, costs, outlays, documents, evidence, stamping, recording, and other expenses, and all expenses attending the sale of title of said premises embracing foreclosure decree, shall be paid by the grantor^s; and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor^s or any holder of any part of said indebtedness, such, may be a party, shall also be paid by the grantor^s. All such expenses and disbursements shall be an additional item upon said premises, shall be taxed, costs and interest in any decree that may be rendered, and such foreclosed premises, or any part thereof, shall have been sold on account of any default, shall not be liable for any expenses, costs, and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor^s, for said grantor^s, and for the heirs, executors, administrators, and assigns of said grantor^s, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree, that in case of any suit to foreclose, or to collect any judgment in respect of said premises, or to any party claiming under said grantor^s, appoints 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 state Thomas S. Larsen, of said County is hereby appointed to be first successor in this trust; and if for any like cause of disability, or fall into infirmities, the person so named shall be his acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And where all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said grantee to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor^s this 2nd day of September A. D. 19 82

X Wade Meyers (SEAL)

X Louise Meyers (SEAL)

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State of Illinois _____
County of Cook _____ ss.

I, Carol Mc Queen

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Wade Meyers & Louise Meyers

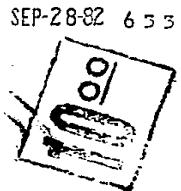
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

seen under my hand and Notarial Seal, this 2nd
day of September 82 A.D. 19

Carol Mc Queen
Notary Public

26364137

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Box No. 246

**SECOND MORTGAGE
Trust Deed**

MADE J. MEYERS and
LOUISE MEYERS, 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

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END OF RECORDED DOCUMENT