

27434716

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor ROBERT SHIPP and LOUISE SHIPP, his wife

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

and in consideration of the sum of Two thousand eighty-six and 80/100 Dollars and paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago, County of Cook and State of Illinois Lot Eight (8) in E. A. Cummings and Company's Addition to Morgan Park in the South West Quarter (SW 1/4) of Section 17, Township 27 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 10920 S. Vincennes, Chicago, Illinois. Permanent Real Estate Index No. 25-17-316-067

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 ROBERT SHIPP and LOUISE SHIPP, his wife their one principal promissory note bearing even date herewith, payable COMPLETE HOME IMPROVEMENT and assigned to Northwest National Bank for the sum of Two thousand eighty-six and 80/100 dollars (\$2,086.80) payable in 30 successive monthly instalments each of 69.56 due on the note commencing on the 16th day of March 1985 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 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 to 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 grantor; (6) to pay second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) to pay all prior incumbrances and the interest thereon when due, the grantee or the holder of said indebtedness, 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... agree... 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; (9) 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, be recoverable by 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 legal holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (10) all expenses and disbursements paid or incurred in connection with the foreclosure hereof— including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree 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 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. 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 30th day of January... A.D. 1985

Handwritten signatures of Robert Shipp and Louise Shipp with (SEAL) markings.

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UNOFFICIAL COPY

State of Illinois }
County of Cook } 55.

I, *Linda A. Adams*
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that ROBERT SHIPP and LOUISE SHIPP, 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 30th day of January A. D. 19 85.

Linda A. Adams
Notary Public.

Property of Cook County Clerk's Office

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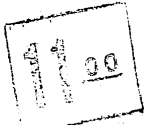
Box No. 246

SECOND MORTGAGE

Trust Deed

ROBERT SHIPP and
LOUISE SHIPP, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki



Northwest National Bank
3985 N. Milwaukee Ave.
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT