

UNOFFICIAL COPY

RECEIVED IN BAIL CONDITION

27156970

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor STEVEN KING and LENORA WHITE

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Three thousand eighty-three 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 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 41 in Block 55 in South Lynne, being a subdivision of the North
Quarter of Section 19, Township 38 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois, commonly known as 6619 S. Hoyne, 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 STEVEN KING and LENORA WHITE
justly indebted upon their one principal promissory note bearing even date herewith, payable
FIRST METROPOLITAN BUILDERS, INC. for the sum of Three thousand eighty-three
and 40/100 dollars (\$3083.40)
payable in 60 successive monthly installments each of \$51.39 due
on the note commencing on the 1st day of Aug. 1984, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

This Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided, on said notes... (2) To pay prior to the first day of June in each year, all taxes and assessments against said premises... (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 connection with the grant 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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain 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 last 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.
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, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.
It is Assented 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, 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... 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 added in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a relief 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 14th day of June A. D. 19 84

(SEAL)
(Handwritten signature)
(Handwritten signature: Lenora White)
(SEAL)

27156970

UNOFFICIAL COPY

RECORDED IN BAIL CONDITION

State of Illinois }
County of Cook } 55.

I, Stuart R. Weissman
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that STEVEN KING and LENORA WHITE

personally known to me to be the same person whose name is 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 14th day of June A. D. 19 84
Stuart R. Weissman
Notary Public.

Property of Cook County Clerk's Office

14 JUN 1984

RL-304 914632 27156970 A - REC 10.00

Box No. 246

SECOND MORTGAGE

Trust Deed

STEVEN KING and
LENORA WHITE
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. La Motte
Northwest National Bank
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

27156970

END OF RECORDED DOCUMENT