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27209968

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantors, JAMES WALKER AND ELIZABETH WALKER, HIS WIFE

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Fifty-two Hundred Eighty-five & 40/100 Dollars

to lend 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 5 in Block 10 in Madison Street Addition to Chicago, in Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded as Document 1161949, Cook County, Illinois, commonly known as 4331 W. Flournoy.

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 Grantors, JAMES WALKER AND ELIZABETH WALKER, HIS WIFE justly indebted upon their one principal promissory note bearing even date herewith, payable to TOWN AND COUNTRY HOME PRODUCTS, INC., AND ASSIGNED TO NORTHWEST NATIONAL BANK for the sum of Fifty-two Hundred Eighty-five and 40/100 (\$5285.40) Dollars, payable in 60 successive monthly instalments each of \$88.00 due on the note commencing on the 13th day of Sept., 1981 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantors 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) to cause to be placed such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or mortgagee and 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; (5) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (6) in the event of failure to insure, or pay such 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 tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the grantors 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; (7) 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 said indebtedness had then matured by express terms; (8) if accrued by the grantors, 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 foreclosing decree, shall be paid by the grantors; 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 grantors; 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 grantors, for said grantors, and for the heirs, executors, administrators and assigns of said grantors, do hereby give, warrant, defend, and agree to defend, 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 trust in which such bill is filed, may at once and without notice to the said grantors, or to any party claiming under said grantors, 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 31st day of July, A. D. 19 84. James Walker (SEAL) Elizabeth Walker (SEAL)

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State of Illinois
County of Cook } 55

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that _____
ELIZABETH WALKER, HIS WIFE _____
_____ personally known to me to be the same person S whose name _____ 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 _____ 31st
day of July _____ A. D. 19 84.

William Offenberg
Notary Public.

Property of Cook County Clerks Office

AUG-10-84 9 36 154 27209968 A - REC 10.00

Box No. 246

SECOND MORTGAGE

Trust deed

JAMES WALKER AND ELIZABETH
WALKER, HIS WIFE
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LAMOTTE
NORTHWEST NATIONAL BANK
3985 Milwaukee Avenue
Chicago, Illinois 60641

27209968

END OF RECORDED DOCUMENT