

27250078

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor JESSE MELTON & MATTIE MELTON, his wife

of the CITY of CHICAGO County of COOK and State of ILLINOIS

for and in consideration of the sum of ONE THOUSAND, NINETY-FIVE AND 60/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City 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 26 (except the South 12 feet) and Lot 27 (except the North 6 feet)

in Block 21 in East Washington Heights, a Subdivision of the West 1/2

of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37

North, Range 14, East of the Third Principal Meridian, in Cook County,

Illinois, commonly known as 9955 South Lowe Avenue, 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 JESSE MELTON & MATTIE MELTON, his wife

justly indebted upon their one principal promisory note bearing even date herewith, payable

to HARVEY LUMBER COMPANY and assigned to Northwest National Bank for the sum of

ONE THOUSAND NINETY-FIVE AND 60/100 (\$1,095.60)

payable in 12 successive monthly installments each of 91.30 due

on the note commencing on the 6th day of Oct. 19 84, 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... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises... (4) That waste on said premises shall not be committed or suffered... (5) To keep all buildings now or at any time on said premises insured in companies... (6) To place such insurance in companies acceptable to the holder of the first mortgage indebtedness... (7) 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 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... agrees... 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 accrued 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... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof... including reasonable solicitor 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, and shall be paid... 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 stayed, 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... waives... all right to the possession of, and income from, said premises pending such foreclosure proceeding, and... 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 and 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 when

Thomas S. Larsen of said County is hereby appointed to be first successor in this trust, and if

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 23rd day of August A. D. 1984.

Jesse Melton (SEAL)

Mattie Melton (SEAL)

(SEAL)

(SEAL)

State of Illinois }
County of Cook }

SEP-12-84 9 5 1 9 4 3 27250078 A - REC 10.00

I, IRVIN S. NOWAK
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
JESSE MELTON & MATTIE MELTON, his wife

personally known to me to be the same person whose name is are 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 23rd
day of August, A. D. 19 84.

Irvin S. Nowak

Notary Public.

12 SEP 84 10: 23

10.00

Box No. 246

SECOND MORTGAGE

Trust deed

JESSE MELTON and
MATTIE MELTON, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

27250078

END OF RECORDED DOCUMENT