

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture,

WITNESSETH, That the Grantor

EMILY W. JACKSON

27286457

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

for and in consideration of the sum of Twenty-four hundred nineteen and 56/100 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 1 in Block 1 in Minnick's Subdivision of the East 1 1/4 acres of the South 1/2 of the South 1/2 of the North 1/2 of the South East 1/4 of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 6049 South Green Street, 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 EMILY W. JACKSON

justly indebted upon her one principal promissory note, bearing even date herewith, payable to M. WALTER & COMPANY and assigned to Northwest National Bank for the sum of Twenty-four hundred nineteen and 56/100 Dollars (\$24,560) payable in 36 successive monthly instalments each of \$721.11 on the note commencing on the 9th day of Nov. 19 84, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, as herein and in said note provided, or amount to the agreement extending time of payment, 2. To pay prior to the last day of June in each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor within sixty days after destruction or damage to or destruction of or impairment of improvements on said premises that may have been destroyed or damaged, 3. That no improvements shall not be committed or suffered, 4. To keep all buildings, now or at any time on said premises insured in companies to be selected by the grantor 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 of Mortgage, 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, 5. To pay all fire insurances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises or pay all prior encumbrances, and the interest thereon from time to time, and all moneys so paid, the grantor covenants and 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 above covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the 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 attorneys fees, charges 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 grantor 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 included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered in fact, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 grantor, 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 grantor 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 26th day of September A. D. 19 84

Emily W. Jackson (SEAL) (SEAL) (SEAL) (SEAL)

UNOFFICIAL COPY

State of Illinois )  
County of Cook ) SS.

I, Eduvin B. Hansen  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that EMILY W. JACKSON

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 he signed, sealed and delivered the said instrument as her 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 26th  
day of September, A. D. 19 84.

Eduvin B. Hansen  
Notary Public.

My Commission Expires April 7, 1985

Property of Cook County Clerk's Office

9 OCT 84 10:40



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27286457

Box No. 246

SECOND MORTGAGE

**Trust Deed**

EMILY W. JACKSON

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. La Motte

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

END OF RECORDED DOCUMENT