

27288220

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor BARBARA A. BROWN

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of TWELVE THOUSAND SEVEN HUNDRED FIFTY-NINE AND 60/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

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

Lots 1 to 30 inclusive in block 1, Lots 1 to 30 inclusive in block 2, Lots 1 to 30 inclusive in block 3, Lots 1 to 9 and 12 to 29 in block 4, Lots 1 to 5 and 8 to 29 inclusive in block 5, Lots 1 to 30 in block 6, Lots 1 to 30 inclusive in block 7, Lots 1, 2 and 6 to 30 inclusive in block 8 in Dewey and Castetter's Subdivision of blocks 1, 2, 3 and 4 in the subdivision by Frederick M. Jones and others in the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 127 W. 71st St., 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 BARBARA A. BROWN justly indebted upon her one promissory note, bearing even date herewith, payable to LANDMARK BUILDERS, INC. and assigned to Northwest National Bank for the sum of Twelve thousand seven hundred fifty-nine and 60/100 dollars (\$12,759.60) payable in 84 successive monthly instalments each of \$149.88 due on the note commencing on the 10th day of Nov. 1954 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Covenants, conditions and terms 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 pay a receipt therefor; (3) to insure said premises against fire and theft, and to keep all buildings now or at any time on said premises insured in compliance to be selected by the grantee here, who is hereby authorized to place such insurance in compliance with 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 held and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (4) to pay all principal 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 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 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 many 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 lender hereof, 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.

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's fees, and all documentary evidence, notary'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, or 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 proceedings, 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, waives all right to the possession of, and income from, and premises pending such foreclosure proceedings, and agrees 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, 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 27th day of September A. D. 19 54

Barbara A. Brown (SEAL)

(SEAL)

(SEAL)

(SEAL)

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Office

State of Illinois }
County of Cook } 55.

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I, _____
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that BARBARA A. BROWN

_____ is
personally known to me to be the same person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she 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 _____ 27th
day of _____ September, A. D. 19. 84.

Harry W...
Notary Public
Comm. exp. 11/1/87

Property of Cook County Clerk's Office

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Bar No.

SECOND MORTGAGE

Trust Deed

BARBARA A. BROWN

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