

27360626

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor HESTER M. JONES

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty-nine hundred fifty-six and 32/100 Dollars

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 28 (except the West 28 feet thereof) and the West 22 feet 8-1/2 inches of Lot 28 in Block 4 in Pollack's Garfield Boulevard Addition to Section 7, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1922 West 55th 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 HESTER M. JONES justly indebted upon her one principal promissory note bearing even date herewith, payable HERITAGE ROOFING & CONSTRUCTION CO. and assigned to Northwest National Bank for the sum of Twenty-nine hundred fifty-six and 32/100 dollars (\$2,956.32) payable in 24 successive monthly instalments each of \$123.17 due on the month commencing on the 1st day of Jan. 1935 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, 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 of the holder hereof; (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) the 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 companies to be selected by the grantor 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 first Trustee of this trust, 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; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) in the event of failure to 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 as much additional indebtedness secured hereby.

In the event of a breach of any of the abovesaid 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 of said indebtedness had then matured by express terms.

It is Assayed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitors 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 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 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, 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 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 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 abovesaid 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 16th day of November A. D. 1934. Hester M. Jones (SEAL)

27360626

State of Illinois }  
County of Cook } 55.

I, EDWARD J. Heywood  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
Hester M. Jones

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 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 16th  
day of NOV. A. D. 19 34  
Edward J. Heywood  
Notary Public

Property of Cook County Clerk's Office

51 101 28 30 T  
27360626 A - REC 11.00  
993159

Box No. 246

SECOND MORTGAGE

Trust deed

HESTER M. JONES

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. La Motte

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

27360626

END OF RECORDED DOCUMENT