

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85062614

This Indenture, WITNESSETH, That the Grantor MARY L. WILKES

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

for and in consideration of the sum of Eight Thousand Two Hundred and Thirteen and 28/100 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 everything 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 15 except the North 15 feet thereof in Block 10 in E. L. Brainerd's Subdivision of Telford Burnhams Subdivision (except Blocks 1 and 8 thereof) of the West 1/2 of the Northwest 1/4 of Section 5, Township 37 North, Range 14, East of the 3rd principal meridian in Cook County, Illinois, commonly known as 8947 South Laflin, Chicago, Illinois.

Permanent Tax No. 25-05-118-011 RP

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 MARY L. WILKES justly indebted upon her one principal promissory note, bearing even date herewith, payable to ROSS BUILDERS, INC. and assigned to Northwest National Bank for the sum of Eight Thousand Two Hundred and Thirteen and 28/100 (\$8213.28) payable in 48 successive monthly instalments each of 171.11 due on the note commencing on the 21st day of July 1985, 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 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 submit receipts therefor; (3) Within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste to said premises shall not be committed or suffered; (5) To keep all buildings, base or any improvements on said premises insured in companies to be selected by the grantee herein, who at 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 or Mortgagee, 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; (6) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. In trust. Except of failure to insure or pay taxes or assessments, or to repair or rebuild, or to pay taxes or assessments, or to pay all prior incumbrances and the interest thereon from time to time, and all moneys 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 no such additional indebtedness secured hereby. In trust. 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 of said indebtedness had then matured. It is Agreed by the grantor that all expenses and disbursements paid or incurred in connection with the foreclosure hereof, including reasonable solicitor's fees, costs 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 or not, 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, 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 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 same.

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 as 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 as second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 6th day of June, A. D. 19 85

Mary L. Wilkes (SEAL)

(SEAL)

(SEAL)

(SEAL)

85062614

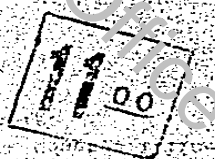
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State of Illinois }  
County of Cook } 5th

I, LEANN STECKMAN  
Notary Public in and for said County, in the State aforesaid, Do hereby Certify that MARY L. WILKES  
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 a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Witness my hand and Notarial Seal, this 6th  
day of June A. D. 19 85

*Leann Steckman*  
Notary Public

Property of Cook County Clerk's Office



DEPT-01 RECORDING \$11.00  
T#1111 TRAN 0634 06/17/85 10:55:09  
#5636 # P \* 85-062614

Box No. .... 246 .....

SECOND MORTGAGE  
**Trust deed**

..... MARY L. WILKES .....

TO  
..... JOSEPH DEZONNA, Trustee .....

THIS INSTRUMENT WAS PREPARED BY:  
..... Robert E. Nowicki .....

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

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