GEORGE E. COLE LEGAL FORUS

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form All warrances, instituting inerchantidusly and timess, are excluded.

THIS INDENTURE WITNESSETH, That Horace L. Jones and wife Jeanette Jones (J) (hereinafter called the Grantor), of 438 S. 23rd Avenue Bellwood, IL 60104 for and in consideration of the sum of Ten and 00/100------(\$10.00)------tollar in hand paid, CONVEYS ..... AND WARRANTS ..... to Merchandise National Bank of Chicago of Merchandise Hart Plaza Chgo, IL 60654 (Sur) as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing paratus and fixtures, and everything appurtenant thereto, together with all

85107512

Above Space For Recorder's Use Only

..... and State of Illinois, to-wit:

The North & of Lot 5 in Block 6 in William B. Walrath's Subdivision of part of to: West 17 chains and 2 links of Section 10, Township 39 North, Range 12, Eart of the Third Principal Meridian, in Cook County, Illinois

Hereby releasing and waiving a 4 rights (add) and by virtue of the homestead exemption laws of the State of Illinois.

INTRUST, nevertheless, for the purpose of journing performance of the covenants and agreements bettern.

WHEREAS, The Grantor is justly indebte supon. One principal promissory note bearing even date herewith, physible to Merchandise National Bank of Chicago in 84 equal monthly installments of \$153.25 with the first installment date due August 5, 1985.
Total payments of \$12,873 00 net proceeds of \$8,000. Last payment and interest rare of 14.75 percent could change because this is a variable

Real Estate Index No. # 15-10-301-023

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereographer extending time of payment; (2) to pay when due in each care all taxes and swessments against sold premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to the analysis of promises in improvements on said premises that may have been destroyed or damaged; (4) that we see to said premises shall not be ome. For suffered; (5) to keep all buildings now or at any time or, said premises in surfed in companies to be selected by the grantee herein, who is bendy and three such insurance in companies acceptable to the holder of the first morteage indebtedness, while loss clause attached payables on, or the first Trustee or Mortgage, and second, to the Frustee herein as their interest, may appear, which policies shall be left and remain with the safe agree or Trustee until the indebtedness is fully paid; (5) to pay all prior incur brances, and the interest thereon, at the time or times whether same the if so ne due and payable.

Is 110-1-VEN of failure so to insure, or pay taxes or assessments, or the prior insurbalances or the interest thereon when due, the grantee or the holder of said indebtedness, cas procure such insurance, or pay such taxes or assessments, or doctoring or may all prior incur when due, the grantee or the holder of said indebtedness, cas procure such insurance, or pay such taxes or assessments, or the prior incurbalances or the interest thereon the interest thereon from time to large and all money so gaid, the Control agrees to repay immediately without cernand, and the same with interest thereon from time to large. All all money so gaid, the Control agrees to repay immediately without cernand, and the same with interest thereon from time to large of payable, and with interest thereon from since breach and LEVEN of a breach all any of the aforesaid coveriants or agreements is the whole of said indebtedness, including on icipal and all earned interest

at 14.75(Q) per cent per annum, shall be recover able by to be to be suit at law, or noth, the same as if all of saic indebtedness had then matured by express term.

(a) estimated

It is AGRALD by the Granfor that all expenses and ubbottoments paid or incurred in behalf of plaintiff in connection with the for eclosure methods, reasonable attorneys sizes, out also for decumentary adence, stenographer's charges, cost of procuring or completing above, and showing the whole title of said premises embracing for eclosure decree—half be paid by the Grantor; and the like expenses and debursements, or as an 1 hy any suit or proceeding wherein the grantee of any holder of said it debted easy, as such, may be aparty, shall also be paid by the Grantor for All such expenses and disbursements shall be an additional lighting premises, shall be taxed as costs and included in any decree that may be reformed in such foreclosure proceedings, which proceedings, helpfur decree of sale shall have been entired or not, shall not be dismissed, not release here of each, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the procession of, and income from, said premises pending such foreclosure proceedings, and agrees that agost the fright any complaint to fore, lose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claming under the Grantor, appoint a receiver to take procession or charge of said premises with power to collect the rents, issues and profits of the Grantor. It only party claming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the Grantor. It of any party claming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues a

IN THE EVENT of the dead referenced from said \_\_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be first successor fail or refuse to act, the person who shall than be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aloresaid 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.

This trust deed is subject to \_\_\_\_

rate contract.

Witness the hand \_\_\_\_ame'scal \_\_\_\_of the Grantor this \_\_\_\_11\_\_day of \_\_June

Please print or type name(s) below signature(s)

annille Meanette Jones

(SFAL)

Bernard Schnelder

This instrument was prepared by Budget Construction Co. 6218 N. Pulaski Chgo, 11 60646 NAME AND ADDRESS)

## UNOFFICIAL COPY

TATE OF COOK	SS 1
Marilyn A. Anderson	, a Notary Public in and for said County, in any Horace L. Jones and wife Jeanette Jones
	ons_whose namesare subscribed to the foregoing instrume d acknowledged that _they signed, sealed and delivered the s
ist-ument as <u>their</u> free and voluntary	act, for the uses and purposes therein set forth, including the release a
valver of the right of homestead.	
Given of der my hand and official scal th	is 11 day of June 19.85.
(Impress seal Here)	Marlyn a Inderson
ommission Expires Aut ust 16th; 1	
Commission Expression	
T-SB-* # # SEZ/# /8T/Z0 T060 NULL TTTT#1	
DEEL-OT MECONDINS	
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BOX 422

SECOND MORTGAGE

Trust Deed

Horace Lee Jones and w Jeanette 438 S. 23rd Avenue Bellwood, Illinois

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GEORGE E. COLE LEGAL FORMS