

85171332

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, That the Grantor DICY BROWN & IRA L. EVANS

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

for and in consideration of the sum of Ninety Eight Hundred Thirty Seven and no/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 39 in S.E. Gross Fifth Humboldt Park Addition to Chicago, being Subdivision of Block 5 to 8 and vacated alleys in said block and Lots 1 to 24 inclusive in Block 6 in Weage, Eberhart and Bartlett's Subdivision of the Southeast and Northeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 3223 West Potomac, Chicago, Illinois.

Permanent Tax No. 10-02-226-013-0000 RR

Hereby releasing and waiving all right 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 DICY BROWN AND IRA L. EVANS justly indebted upon their one principal promissory note, bearing even date herewith, payable AABAL HEATING SERVICE & SUPPLY, and assigned to Northwest National Bank for the sum of Ninety Eight Hundred Thirty Seven and no/100 (\$9837.00) payable in 60 successive monthly instalments each of 163.95 due on the note commencing on the 21st day of SEPT. 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon as herein and in said note 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 in default to collect receipts therefor, 3. To keep all buildings, roofs or at any time on said premises insured in the name to be named by the grantor herein, who is hereby authorized to place such insurance on non-petroleum acceptable to the holder of the first mortgage indebtedness, with loss payable to the first Trustee or Mortgagee, and secured, 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, 4. To pay all prior indebtedness, 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 indebtedness, or the interest thereon, as herein provided, the holder of said indebtedness may proceed to foreclose, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or to sell prior indebtedness and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand, and the same with interest thereon, on the date of payment at seven percent 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 interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time at such breach, at seven percent 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 solicitor's fees, out-of-pocket expenses, attorney's charges, cost of preparing and 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, and 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, 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, 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 above covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 7th day of August A. D. 19 85

Thomas S. Larsen (SEAL)
Dicy Brown (SEAL)
Ira L. Evans (SEAL)

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UNOFFICIAL COPY

State of Illinois }  
County of Cook } ssi.

I, Anthony A. Scovello  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that DICY BROWN & IRA L. EVANS

personally known to me to be the same person s, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Gave under my hand and Notarial Seal, this 7th day of August, A. D. 1985.

Anthony A. Scovello  
3085 Hill, Ill  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES AND I RECEIVED FROM THE STATE

SEPT 3 11:50-85 31521 \* 85171332 \* A -- Rec SEPT 06 11:00

11.00  
Office

Box No. 246

SECOND MORTGAGE

**Trust Deed**

DICY BROWN &  
IRA L. EVANS  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert F. Nowicki  
Northwest National Bank  
3985 Milwaukee Avenue  
Chicago, IL 60641

-85-171332