

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, That the Grantor
ANDREW CRUMP & SARAH CRUMP, his wife

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

for and in consideration of the sum of Five Thousand Eight Hundred Seventy Two and 80/100 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 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 18 in Frederick H. Bartlett's Aberdeen and 99th Streets Resubdivision of Lot 1 to 10 inclusive, together with the vacated alley lying between lots 1, 2, 3 and 4, all in Block 2 of Mrs. Hilliard's Subdivision of Lot 3 in Hitt's Subdivision of the Southeast 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 9937 South Aberdeen, Chicago, Illinois.

Permanent Tax No. 25-08-402-018

Hereby releasing and waiving all rights under and benefits 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 ANDREW CRUMP & SARAH CRUMP, his wife justly indebted upon Their one principal promissory note bearing even date herewith, payable MID CITY LUMBER & SUPPLY CO., and assigned to Northwest National Bank for the sum of Five Thousand Eight Hundred Seventy Two and 80/100 (\$5872.80)

payable in 60 successive monthly instalment each of 97.88 due on the note commencing on the 16th 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 to do so in cash receipts therefor, (3) within sixty days after destruction or damage to or loss of or to any part of said premises or improvements thereon, to cause to be effected by the grantor or trustee, or his or her or their assigns, the placing of such insurance as shall be required to place such insurance companies acceptable to the holder of the first mortgage indebtedness, with one clause attached payable first to the first 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, (4) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure to insure, or pay taxes or assessments of the prior encumbrances or the interest thereon after due the grantor or trustee shall be liable to pay all prior encumbrances, or pay such taxes or assessments of discharge or purchase any tax lien or title affect his said premises or pay all prior encumbrances 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 from the date of payment of seven per cent, per annum, shall be so much additional indebtedness secured hereto.

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 by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of or payment in connection with the herebefore formed including reasonable solicitor fees, outlays for documentary evidence, stamp duty, charges, cost of preparing or completing abstract showing the whole title of said premises containing herebefore done, shall be paid by the grantor, and the like expenses and disbursements, as aforesaid by any suit or proceeding between 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 shall in any decree that may be rendered in such foreclosure proceedings, when proceeding, whether decree of sale shall have been entered or not, shall not be deducted, but 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 any suit for foreclosure, 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 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 the trust, and if for any reason said first successor fail or refuse to act, the person who shall then be the acting Receiver or Trustee of said County is hereby appointed to be second successor in the 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, as aforesaid, for reasonable charges.

Witness the hand and seal of the grantor this 2nd day of August A D 19 85

Andrew Crump
+ Sarah Crump

SEAL
SEAL
SEAL
SEAL

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State of Illinois
County of Cook } ss.

I, Louis P. Brand
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that ANDREW CRUMP & SARAH CRUMP, his wife

personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the 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 2nd day of August, A. D. 19 85.

Louis P. Brand
Notary Public
My Comm. Expires Aug 11 1988

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Box No. 246

SECOND MORTGAGE
Trust Deed

ANDREW CRUMP, &
SARAH CRUMP, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

-85-171375

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