

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM ILLINOIS

8 5 85 85179888

This Indenture, WITNESSETH, That the Grantor **JOSEPHINE JOHNSON**

of the City of **Chicago**, County of **Cook** and State of **Illinois**
for and in consideration of the sum of **Twenty-eight hundred thirty-eight 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 16 in the Resubdivision of the West 17 feet of Lot 6 and all of Lots 7 to 28 both inclusive and vacated alley lying South of and adjoining the South Line of Lots 6 to 10 and North of and adjoining the North line of Lot 11, lying West of a line 8 feet West of and parallel to the East line of Lot 6 produced South in Block 25 in Cremin and Brennan's Fairview Park, a Subdivision of certain blocks and parts of Blocks in Crosby and others Subdivision of that part of the South 1/2 of Section 5, Township 37 North, Range 14, East of the Third Principal in Cook County, Illinois, commonly known as 2345 South Racine, Chicago, Illinois.

Permanent Tax No. **25-02-413-016-0000 All**

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 **JOSEPHINE JOHNSON**

justly indebted upon **ONE** principal promissory note bearing even date herewith, payable **AABAL HEATING SERVICE & SUPPLY CO.** and assigned to **Northwest National Bank** for the sum of **Twenty-eight hundred thirty-eight and no/100 dollars (\$2,838.00)** payable in **24** successive monthly instalments each of **118.25** due on the note commencing on the **19th** day of **Oct.** **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, with the interest thereon, as herein and on 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 exhibit receipts therefor; (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, to that waste to said premises to place such insurance as 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 in force until 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; (5) In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances, 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 lien arising said premises or pay all prior indebtedness and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without deduction and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby; (6) In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express term; (7) As Agent by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the enforcement of the hereinbefore recited covenants including reasonable solicitors fees, costs for documentary evidence, notary's charges, cost of preparing or completing abstracts thereon, the whole of said premises embracing foreclosing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, recovered 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 to shall be an additional lien upon said premises, shall be taxed no costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof granted, until all such expenses and disbursements, and the costs of suit, including notary's fees have been paid. The grantor, her heirs, assigns, executors, administrators and assigns of said grantor, waive all right to the proceeds 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 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, who is a female or failure to act, then

Thomas S. Larson 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 aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release and premises to the party entitled, or receiving his name, the charges.

Witness the hand and seal of the grantor this **4th** day of **September** A. D. 19 **85**

Josephine Johnson (SEAL)

(SEAL)
(SEAL)
(SEAL)

85179888

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State of Illinois
County of Cook } 55

I, Anthony A. Scatello
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that JOSEPHINE JOHNSON
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.

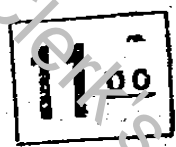
Given under my hand and Notarial Seal, this 4th
day of September A. D. 1985

Anthony A. Scatello
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG 9 1986
ISSUED FROM ILLINOIS NOTARY ASSOC.

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 1418 09/09/85 10:12:00
#4847 # A *-85-179888



85179888

Box No. 246
SECOND MORTGAGE

Trust Deed

JOSEPHINE JOHNSON
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641