

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

85207924

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That RUTH SIMPSON and JOSEPH SIMPSON, her husband

(hereinafter called the Grantor), of 7907 S. East End Ave., Chicago, IL 60617

for and in consideration of the sum of Four thousand eight hundred (\$4,800.00) Dollars
in hand paid, CONVEY AND WARRANT to PAUL R. GOLDMAN
of 100 N. LaSalle St., Chicago, IL 60602

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, air-conditioning, 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 1 in the Subsection of West 1111 ft. the NW 1/4 of Section 36 Township 38 North Range 14 of the 3rd Principal Meridian lying NE of South Chicago Ave. in Cook County, Illinois

PROPERTY INDEX NUMBERS

20-36-101-010-0000 RP.
A SA BLK PCL UNIT

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 RUTH SIMPSON and JOSEPH SIMPSON, her husband justly indebted upon their one principal promissory note bearing even date herewith, payable to Paul R. Goldman in the sum of \$4,800.00.

This Instrument prepared by
P. R. Goldman 100 N. La Salle St.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or 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 thirty days after destruction or damage to or rebuilding or restoration of 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 now or at any time on said premises insured in companies to be selected by the grantee herein, who is 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 secondly to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until said 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 THE EVENT of failure so to insure, or pay taxes or assessments, or discharge or purchase any lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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, 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, or fees 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 grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor, and 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 of sale shall have been entered or not, shall not be dismissed, nor release hereof given, 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 possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to anyone claiming 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 said premises.

The name of a record or Ruth Simpson and Joseph Simpson

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the David A. Goldman 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 said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor, 5 this 24th day of September, 19 85.

Joseph Simpson (SEAL)
Ruth Simpson (SEAL)

85207924

UNOFFICIAL COPY

BOX No.

SECOND MORTGAGE
Trust Deed

TO



MAIL TO:

GOLDMAN & GOLDMAN
100 NORTH LA SALLE
CHICAGO, ILLINOIS 60602

7661111

GEORGE E. COLE,
LEGAL FORMS

Property of Cook County Clerk's Office

17661111

DEPT. OF RECORDS
141111 1766 6347 8742 07 09:00
#4117 = 4 - 85-207724

Commission Expires July 5, 1988

(Impress Seal Here)

Pauline Piel
Notary Public

Given under my hand and notarial seal this 24th day of September 1985

Notary of the right of homestead

instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and
personally known to me to be the same person. 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

I, Pauline Piel a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Rth Simpson and Joseph Simpson

STATE OF ILLINOIA
COUNTY OF COOK
55