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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor LEOTIS WALKER and VELMA E. WALKER,
his wife.

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fourteen thousand two hundred seventy and 76/100 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 17 (except the North 10 feet) and the North 15 feet of Lot 18 in Block 1 in Kelly's Subdivision of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 9042 South Racine, Chicago, Illinois.

Permanent Tax No. 25-05-131-032-0000 **BB**

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 LEOTIS WALKER and VELMA E. WALKER, his wife their one principal promissory note, bearing even date herewith, payable justly indebted upon PLYWOOD HOME IMPROVEMENT CO. and assigned to Northwest National Bank for the sum of Fourteen thousand two hundred seventy and 76/100 dollars (\$14,270.76) payable in 84 successive monthly installments each of 169.89 due on the note commencing on the 15th day of Nov. 1955, 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 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; (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 that may be approved by the grantor 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 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, 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 so 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 title affecting said premises or pay all such 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 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 all interest accrued, 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, to both, the same as if it of said indebtedness had then matured, by express terms. Trust Accrues by the grantor... that all expenses and disbursements paid or incurred on behalf of complainant in connection with the foreclosure thereof— including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and closing 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, shall be paid as 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 deemed void, 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 encumbrance 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 and 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 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... this 4th day of October A. D. 19 55

X Leotis Walker (SEAL)
X Velma E. Walker (SEAL)
(SEAL)
(SEAL)

85225300

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust Deed

LEOTIS WALKER and

VELMA F. WALKER, his wife

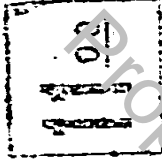
TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641

0052530



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 1294 10/08/85 10-00:00
#1969 # A * 85-225300

Registration Expires November 3, 1987

I, KATHLEEN WOODMASTER
AND VELMA F. WALKER
LEOTIS WALKER
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the same persons whose names AKA
instrument, appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument
as AKA 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 October A. D. 19 85
Kathleen Woodmaster
Notary Public

State of Illinois }
County of Cook }
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