

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor WILLIE I. BROWN and MARGARET BROWN, his wife

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

for and in consideration of the sum of Seventy-one hundred ninety-four and 60/100 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 11 in Block 3 in Central Subdivision, being a Subdivision of the East 2/3 (except the West 54.83 feet thereof) of the South 10 acres of the North 31 acres of the East 1/2 of the Southeast 1/4 of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 5230 South Peoria, Chicago, Illinois.

Permanent Tax No. 20-08-413-029

pf.

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 WILLIE I. BROWN and MARGARET BROWN, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable ALARD HOME IMPROVEMENTS CORP. and assigned to Northwest National Bank for the sum of Seventy-one hundred ninety-four and 60/100 dollars (\$7,194.60) payable in 60 successive monthly installments each of 119.91 due on the note commencing on the 5th day of Dec, 19 85, 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 notes provided, or according to any agreement extending therefrom; 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 on said premises shall not be committed or suffered; (5) to keep all buildings, structures and improvements on said premises insured in companies selected 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; (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 to insure, or pay taxes or assessments, or the prior incumbrances 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 prior incumbrances 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 accrued 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 complainant in connection with the foreclosure hereof including reasonable collection fees, notices for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including reasonable disbursements 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 in 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 dissolved, nor a release be had therefrom, until all such expenses and disbursements, and the costs of suit, including collector'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, 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 grantee, or of his refusal 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 said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 21st day of October A. D. 19 85

x Willie I. Brown (SEAL)
x Margaret Brown (SEAL)

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State of Illinois
County of Cook } 55.

I, Berdimir Radovic
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that WILLIE I. BROWN and MARGARET BROWN, his wife

personally known to me to be the same person whose name 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 their 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 21st
day of October A. D. 1985

Berdimir Radovic
Notary Public

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.90
T#1111 TRAN 5571 10/25/85 10.10.00
#8719 #A *-85-253401

85253401

Box No. 246

SECOND MORTGAGE

Trust Deed

WILLIE I. BROWN and
MARGARET BROWN, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3965 Milwaukee Ave.
Chicago, Illinois 60641