

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, That the Grantor **NORMAN E. BANKSTON and KATHERYN L. BANKSTON, his wife**

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

for and in consideration of the sum of **Thirty-eight hundred twenty and 68/100** 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 28 (except the West 6 1/2 feet) and the West 10 1/2 feet of Lot 29 in Block 5 in George H. Glover and Others Resubdivision of Blocks 5 to 8 inclusive in Menage's Subdivision of the South 1/2 of Blocks 10, 11, 12 and the North 1/2 of Blocks 14, 15, 16 in First Addition to Kensington Subdivision of the North West 1/4 of Section 27, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 19 East 121st Street, Chicago, Illinois.**

Permanent Tax No. **25-27-118-037**

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 **NORMAN E. BANKSTON and KATHERYN D. BANKSTON, his wife**

justly indebted upon **their one** principal promissory note, bearing even date herewith, payable **STONE CONSTRUCTION CO.** and assigned to **Northwest National Bank** for the sum of **Thirty-eight hundred twenty and 68/100 dollars (\$3,820.68)**

payable in **36** successive monthly installments each of **106.13** due on the note commencing on the **6th** day of **Dec.** **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 notes provided or according to any agreement extending time of payment; 2. To pay prior to the first day of June of each year all taxes and assessments upon said premises and on demand to exhibit receipts therefor within sixty days after destruction or damage to rebuild or rest or 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 now or at any time on said premises insured in companies to be 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 in Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee of Trustee until the indebtedness is fully paid; 6) to pay all prior encumbrances, and the interest thereon, at the same or later, when the same shall become due and payable.

IN THE EVENT of failure to insure or pay taxes or assessments, or discharge or purchase any tax lien or title affecting 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 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 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including 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, or 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 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 deemed, or its 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 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 claimant 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 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 **22nd** day of **October**, A. D. 19 **85**

*(Seal)* **Norman E. Bankston**  
*(Seal)* **Kathryn D. Bankston**  
*(Seal)*  
*(Seal)*

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State of Illinois  
County of Cook } 55.

I, Aileen M. Rosen  
Notary Public in and for said County, in the State aforesaid, do hereby Certify that NORMAN E. BANKSTON and KATHERYN D. BANKSTON, his wife

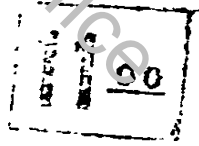
personally, known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

GIVEN under my hand and Notarial Seal, this 22nd  
day of October A. D. 1985

Aileen M. Rosen  
Notary Public

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#1111 TRAN 5561 10/25/85 09:55:00  
#8872 # A \* -85-253354



Bot No. 246

SECOND MORTGAGE

**Trust Deed**

NORMAN E. BANKSTON and  
KATHERYN D. BANKSTON, his wife  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki  
Northwest National Bank  
3985 Milwaukee Ave.  
Chicago, Illinois 60641

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