

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE (11 LINES)

85264158

This Indenture, WITNESSETH, That the Grantors, **JOHNNIE W. WILLIAMS and OLLIE WILLIAMS, His wife**

of the Village of **Robbins** County of **Cook** and State of **Illinois**
for and in consideration of the sum of **Fifty-seven hundred twenty-five and 80/100** 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 Village of **Robbins** County of **Cook** and State of **Illinois**, to-wit: **Lot 8 and the North 1/2 of Lot 9 in Block 3 in Lincoln Manor Fourth Addition, a Subdivision of the East 1/2 of the Northeast 1/4 of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 13714 Crawford, Robbins, Illinois.**

Permanent Tax No. 28-03-214-062-0000

R.P.

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 **JOHNNIE W. WILLIAMS and OLLIE WILLIAMS, his wife**

justly indebted upon **their** **one** principal promissory note bearing even date herewith, payable **LANDMARK BUILDERS, INC.** and assigned to **Northwest National Bank** for the sum of **Fifty-seven hundred twenty-five and 80/100 dollars (\$5,725.80)** payable in **60** successive monthly installments each of **95.43** due on the note commencing on the **9th** day of **Dec.** 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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THE GRANTOR covenants and agrees 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 in each year, all taxes and assessments against said premises, and on demand to prohibit 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 compliance 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, such insurance to be 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 take effecting said insurance 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, with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness incurred 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 thereon, or by suit at law, or both, the same as if all of said indebtedness had then matured by express contract.
It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance 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 embracing 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 and 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 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 **25th** day of **October**, A. D. 19 **85**

Johnnie W. Williams (REAL)
Ollie Williams (REAL)

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But No. 246

SECOND MORTGAGE

Trust deed

JOHNNIE W. WILLIAMS and

OLLIE WILLIAMS, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3965 Milwaukee Ave.
Chicago, Illinois 60641

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
RECORDED
INDEXED

Joseph DeZonna
Notary Public
Comm. exp. 11/15/87

day of October A D 18 85

I, JOHNNIE W. WILLIAMS and OLLIE WILLIAMS, his wife, do hereby certify that the foregoing instrument, subscribed to the foregoing persons, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

JOHNNIE W. WILLIAMS and OLLIE WILLIAMS, his wife

Joseph DeZonna

State of Illinois
County of Cook

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