

UNOFFICIAL COPY 85287548

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor ELIJAH PERKINS and ISABELLA JACKSON

of the . . . City . . . of . . . Chicago . . . County of . . . Cook . . . and State of . . . Illinois . . .
for and in consideration of the sum of . . . Thirteen thousand ninety-five 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 8 in Block 4 in Treat's Subdivision of the North West 1/4 of the
South West 1/4 of Section 2, Township 39 North, Range 13 East of the
Third Principal Meridian in Cook County, Illinois, commonly known as
3751 west Division, Chicago, Illinois.

Permanent Tax No., 16-02-304-006 40.

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 ELIJAH PERKINS and ISABELLA JACKSON
justly indebted upon their one principal promissory note, bearing even date herewith, payable
to STONE CONSTRUCTION CO., and assigned to Northwest National Bank, for the sum
of Thirteen thousand ninety-five and 60/100 dollars (\$13,095.60)
payable in . . . 84 . . . successive monthly installments each of . . . 155.90 due
on the note commencing on the . . . 21st . . . 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, when 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 exhibit receipt therefor,
ch within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may been destroyed or damaged; (3) that waste to said
premises shall not be committed or suffered; (4) 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 au-
thorized 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 Trustees herein as their interests may appear, which policies shall be held and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (5) 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 the prior incumbrances or the interest thereon when due, the grantee 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 all real interest 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, and 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 (7%) annum, shall be recoverable by
foreclosure thereof, or by suit at law, or both.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of claimant in connection with the foreclosure process, including reasonable
solicitor fees, attorney's or attorney's evidence, stenographer's charges, cost of presenting or completing abstract showing the whole title of said premises, enuring foreclose 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 well as the party shall also be paid by the grantor All such expenses and disbursements shall be an additional item upon said premises, shall be 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 suspended, 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 and 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. Larsen
any like cause and 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his
reasonable charge.

Witness the hand and seal of the grantor this 5th day of November A. D. 19 . . . 85

X *Elijah Perkins* SEAL

Isabella Jackson SEAL

..... (SEAL)

(2)

Box No. 246

SECOND MORTGAGE

Trust Deed

ELIJAH PERKINS and

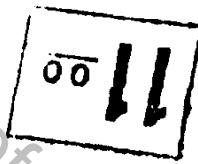
ISABELLA JACKSON

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki



UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEFT-01 RECORDING # 4 * - 85 - 287548
1#1111 TBN 3848 11/19/85 09 47 00
411 00

Robert E. Nowicki

day of November A.D. 1985

During under my hand and Notarized Seal, this 5th

che I, the undersigned voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, instrument, appurtenant before me this day in person, and acknowledge that I, the, X signed, sealed and delivered the said instrument personally known to me to be the same person as whose name is affixed, and delivered to the foregoing

I, *Elizah Perkins*, do hereby certify that ELIJAH PERKINS and ISABELLA JACKSON

County of Illinois
County of Cook
} 155.