

UNOFFICIAL COPY

85289671

This Indenture, WITNESSETH, That the Grantor

WILMA TALBOT

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Thirty-five hundred eleven 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 ap-
paratus 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 14 (except North 8.33 feet thereof) and North 16.67 feet of Lot 15 in
Block 4 in William Ashton's Subdivision of the West 30 acres of the South
60 acres of the West 1/2 of the Southwest 1/4 of Section 35, Township 38
North, Range 14, East of the Third Principal Meridian in Cook County,
Illinois commonly known as 8534 South Drexel, Chicago, Illinois.

Permanent File No. 20-35-310-054-0000

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor WILMA TALBOT

justly indebted upon one principal promissory note bearing even date herewith, payable
TOP LINE HOME IMPROVEMENT CO. and assigned to Northwest National Bank for
the sum of Thirty-five hundred eleven and 68/100 dollars (\$3,511.68)

payable in 24 successive monthly instalments each of 146.32 ~~xxxxxx~~ due
~~xxxxxx~~
 on the note commencing on the 1st day of Jan. 1986 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 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 a building or improvement on said premises that may have been destroyed or damaged, to cause said premises to be rebuilt or restored; (4) to cause to be placed on said premises a fire insurance policy for the first mortgage indebtedness, in company to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with provisions attached payable first, to the first Trustee or Mortgagee, and second, to the Grantor herein as their interests may appear, which policies shall be left 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.

may appear, which policies shall be let and remain with the said mortgagee or trustee until the indebtedness is fully paid; (b) 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 time lien, or pay said premiums 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 a breach of the foregoing conditions of agreement, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon at the rate of 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 expiration of term.

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 (as hereinafter evidenced, notwithstanding charge, cost of preparing or completing abstract, obtaining the whole title, and all expenses attending foreclosure decree shall be paid by the grantor,....) and the like costs and disbursements incurred by any suit or proceeding wherein the grantee 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 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,.... 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, of said County is hereby appointed to be first successor in 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 trust; and if for any like cause said second successor fail or refuse to act, the party entitled to receive his reasonable charges.

Witness the hand and seal of the grantor, this 14th day of November A. D. 1985

X Wilma Tubb

(SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust Deed

WILMA TALBOT

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641



11968258
85289671

Property of Cook County Clerk's Office

My Commission Expires June 24, 1987

Notary Public

Joseph D. Vitell

day of November A. D. 19 85

Given under my hand and Notarial Seal, this 14th

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

WILMA TALBOT

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

J. JOSEPH D. VITELL

State of Illinois } ss. Cook County of

DEPT-01 RECORDING \$11.00
T#11111 TRAN 4193 11/20/85 09:40:00
#6679 #A *-85-289671