

UNOFFICIAL COPY

85-312725

This Indenture, WITHNESSETH, That the Grantor DRU A. SCARBROUGH, JR. and LYNN M. SCARBROUGH, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seventy-three hundred forty-one and no/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 43 and the North 1/2 of Lot 42 in Block 31 in Walker's Subdivision of Blocks 1 to 31 in W. B. Walker's Addition to Chicago, in the Southwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 4052 North Avers Avenue, Chicago, Illinois.

Permanent Tax No. 13-14-328-015--0000

Hereby releasing and waiving all rights under had 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. DRU A. SCARBROUGH, JR. and LYNN M. SCARBROUGH, his wife

WHEREAS, The Grantor their one principal promisory note bearing even date herewith, payable justly indebted upon L. F. C. ALUMINUM PRODUCTS, INC. and assigned to Northwest National Bank for the sum of Seventy-three hundred forty-one and no/100 dollars (\$7,341.00) payable in 60 successive monthly installments each of 122.35 due on the note commencing on the 13th day of Jan. 19 86, 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 covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said notes provided, or according to 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 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 compliance 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 loss clause attached, payable first, to the first Trustee or Mortgagee; 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) all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) the interest thereon when due; (8) 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 interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (9) IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned 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; (10) 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 solicitors 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 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 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 grantee 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 29th day of November, A. D. 19 85

Handwritten signatures of DRU A. SCARBROUGH, JR. and LYNN M. SCARBROUGH.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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Box No. 246

SECOND MORTGAGE

Trust deed

DRU A. SCARBROUGH, JR. and

LYNN M. SCARBROUGH, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank  
3985 Milwaukee Ave.  
Chicago, Illinois 60641

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#1111 TRAN 1290 12/06/85 09:31:00  
#2230 # A \* -85-312725

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Notary Public

day of November, A. D. 19 85

29th

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

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DRU A. SCARBROUGH, JR. and LYNN M. SCARBROUGH, his wife

ALBERT TAYLOR

State of Illinois }  
County of Cook }  
ss.

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