

This Indenture, WITNESSETH, That the Grantor SARA MC PHERSON

of the City Chicago of Cook County and State of Illinois
for and in consideration of the sum of Fifty-one hundred thirty-nine and no/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City Chicago of Cook County 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 Chicago of Cook County and State of Illinois, to-wit:

Lots 12 and 13 in the Subdivision of Block 13 in Hitts Subdivision of the South East 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 10230 South Aberdeen, Chicago, Illinois.

Permanent Tax No. 25-08-425-024,025

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 SARA MC PHERSON

justly indebted upon her one principal promissory note, bearing even date herewith, payable to STONE CONSTRUCTION CO. and assigned to Northwest National Bank for the sum of Fifty-one hundred thirty-nine and no/100 dollars (\$5,139.00)

payable in 60 successive monthly installments each of 85.65 due on the note commencing on the 17th 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.

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 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 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, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees 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; (7) to pay all taxes and assessments, and 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 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 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.

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 as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, 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 discharge, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors 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 3rd day of December, A. D. 19 85

Sara McPherson (SEAL)

(SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

SARA MC PHERSON

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

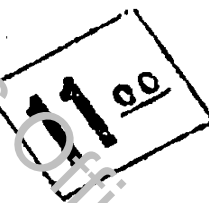
Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641

85312732

Property of Cook County Clerk's Office

DEPT-01 RECORDING 12/06/85 09:34:00
#2237 # 2 * -85-312732
\$11.00

85312732



Notary Public

Nancy Doe

day of December A. D. 1985

3rd

(Signed under my hand and Notarial Seal, this instrument, appeared before me this day in person, and acknowledged that she is personally known to me to be the same person whose name is subscribed to the foregoing free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, *Nancy Doe*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SARA MC PHERSON

State of Illinois
County of Cook

ss.