

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

3 7 285 316791

This Indenture, **WITNESSETH**, That the Grantor **CLARENCE V. LONG and WANDA S. LONG,**
his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Five thousand seven hundred thirty-one and 20/100 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 38 in Block 11 in Juliard and Brown's Subdivision of Lots 1, 2 and 3
in Block 11 and Lots 1, 2 and 3 in Block 13 in Morton's Subdivision of the
East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13,
East of the Third Principal Meridian in Cook County, Illinois, commonly
known as 523 North Ridgeway, Chicago, Illinois.

Permanent Tax No. 16-11-123-016

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 **CLARENCE V. LONG and WANDA S. LONG, his wife**

justly indebted upon their one principal promissory note, bearing even date herewith, payable
To **TOP LINE HOME IMPROVEMENT CO** and assigned to **Northwest National Bank** for the
sum of Five thousand seven hundred thirty-one and 20/100 dollars (\$5,731.20)

payable in 36 successive monthly installments each of 159.20 due
on the note commencing on the 18th 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 covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, 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 of 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, or rebuilding or restoration of 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 companies duly 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 as a condition, 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 liens or title affecting said premises, and 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 percent per annum.

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, shall be deemed to have agreed to the grantor 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 percent 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 fulfillment of any obligation in connection with the foreclosure proceedings, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or filing abstract showing the whole title of said premises, obtaining foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, as directed by any court 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 of this nature shall have been entered upon said premises, shall be paid 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 proceeding, 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 and 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 4th day of December A D 19 85

Clarence V. Long (SEAL)
Wanda S. Long (SEAL)
(SEAL)
(SEAL)

85-316791

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Box No. 246

SECOND MORTGAGE

Trust deed

CLARENCE V. LONG and

WANDA S. LONG, his wife

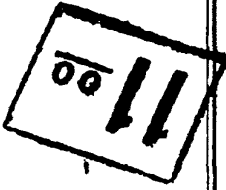
TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
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#3247 # A * -85-316791

I, JOSEPH D. VITOLCI,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that CLARENCE V. LONG and WANDA S.
LONG, his wife
personally known to me to be the same person JOSEPH DEZONNA, whose name JOSEPH DEZONNA
are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that CLARENCE V. LONG and WANDA S.
they are free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.
Signed under my hand and Notarial Seal, this 4th day of December A. D. 19 85
My Commission Expires June 24, 1987
Notary Public

16791100