

UNOFFICIAL COPY

553-10090

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH That the Grantor
his wife and JAMES W. BRIGHT

JOSEPH M. BRIGHT and RUBY M. BRIGHT,

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eighty-three hundred ninety-four and 12/100-----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 6 in Block 16 in the second addition to Calumet Gateway being a
subdivision of part of the Northeast 1/4 of Section 2, Township 37
North, Range 14, East of the Third Principal Meridian in Cook County,
Illinois, commonly known as 8819 South Dante, Chicago, Illinois.

Permanent Tax No. 25-02-213-006 *Law*

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 JOSEPH M. BRIGHT and RUBY M. BRIGHT, his wife and JAMES W. BRIGHT
their
justly indebted upon one principal promissory note bearing even date herewith, payable
to TOWN & COUNTRY HOME PRODUCTS and assigned to Northwest National Bank for the
sum of Eighty-three hundred ninety-four and 12/100 dollars (\$8,394.12)
payable in 84 successive monthly installments each of 99.93 due
on the note commencing on the 3rd day of Feb. 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 as a result be destroyed or damaged. 4. That no title 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 to be selected by the grantor 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 Mortgagee or Trustee until the indebtedness is fully paid. 6. To pay all prior encumbrances, 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 discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time and all moneys 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 as much additional indebtedness incurred hereby.

In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal, and all interest thereon 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 it were said indebtedness had then matured in express terms.

It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of the mortgagee in connection with the foreclosure of any of said indebtedness including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or reprinting abstract showing the whole title of said premises and/or any foreclosing decree or order shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises shall be paid in full, its 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 such including solicitor's fees have been paid. The grantor, his wife and 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 grantor, 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 grantor 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 20th day of December A D 1985

Joseph M. Bright (SEAL)
Ruby M. Bright (SEAL)
James W. Bright (SEAL)

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But No. 246

SECOND MORTGAGE

Trust Deed

JOSEPH M. BRIGHT and RUBY M.
BRIGHT, his wife and
JAMES W. BRIGHT
TO
JOSEPH DEZONNA, Trustee

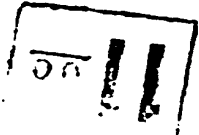
THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641

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Property of Cook County Clerk's Office



I, *Maureen O'Neil*
County of Cook }
State of Illinois }
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOSEPH M. BRIGHT and
RUBY M. BRIGHT, his wife and JAMES W. BRIGHT
personally known to me to be the same person whose name
s are
subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he 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 have under my hand and Notarial Seal, this 20th day of December, 1985.
Maureen O'Neil
Notary Public