

UNOFFICIAL COPY

86429791

TRUST DEED—SECOND MORTGAGE, CHICAGO, ILLINOIS

This Indenture,

WITNESSETH, That the Grantor LEONA STANLEY, and, SHIRLEY STANLEY,

of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED dollars 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 hereinabove 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 27 and the South 1/2 of Lot 28 in block 9 in subdivision of blocks 8, 9, and 10 in Newman and Hart's Addition to Englewood Heights, being a subdivision of the North 1/2 of the South East 1/4 of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian, (Except the West 10 acres thereof), in Cook County, Illinois, commonly known as 8452 South Wolcott, Chicago, Illinois.

Permanent Tax No. 20-31-409-054 M.L. All

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's LEONA STANLEY and, SHIRLEY STANLEY,
justly indebted upon, their one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$37.89, each until paid in full, payable
which retail installment contract has been assigned by M. WALTER ROOFING CO.,
to Northwest National Bank of Chicago.

THE GRANTOR, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, in certain 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 receipt 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to sue such insurance companies and to collect from them the first premium paid thereon, plus a clause attached hereto to the first Trustee or Mortgagee, and, second, to the Trustees herein, their interests may appear, which policies shall be left and remain with the said Mortgagor 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, to a 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 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 per cent, per annum, shall be an 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 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 per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum or all of said indebtedness had then matured by express terms.

If it appears by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosures hereof, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, demanded 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 item 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 discharged, nor a release 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, waives, all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees, 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.

EXHIBIT C

In the Event of the death, removal or absence from said County of the grantee, or of his refusal or failure to act, then

Thomas S. Larson, Ronald J. Wohl, then be the acting Recorder of Deeds of said County to be first successor in this trust; and if for any like cause said recorder fails to act, the person whom will then be the acting Recorder of Deeds of said County 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 1st day of April, 1966. A.D. 1966.

Leona Stanley (SEAL)

Shirley Stanley (SEAL)

(SEAL)

(SEAL)

(SEAL)

SECOND MORTGAGE
Deed

Property of Cook County Clerk's Office

LEONA STANLEY and

SHIRLEY STANLEY,

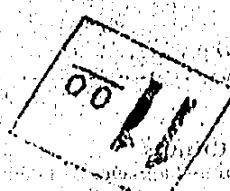
TO

JOSEPH DEZONIA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Novicki

NORTHEAST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVE. CHICAGO, IL 60641
312/777-7700



COOK COUNTY RECORDER
#9088 # 4A 4-E 42-751
T13233 T13233 TRIN 5294 09/23/86 09/23/86
DEPT-01 RECORDING 811.00

MY CONMISSION EXPIRES
APRIL 7, 1980
Notary Public
County of Cook

I, Shirley Stanley, Notary Public, do hereby certify that the above instrument was executed before me this day in person, and acknowledged that, the said Robert E. Novicki, did deliver to me the sum of \$1,000.00.

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Shirley Stanley
Notary Public
Cook County