

86469674 3 0 7 4

This Indenture, WITNESSETH, That the Grantor **EDWARD C. HARRIS & SYLVIA HARRIS, AND HIS WIFE**
ABE C. HARRIS & PAMELA HARRIS, HIS WIFE

of the **CITY** of **CHICAGO** County of **COOK** and State of **ILLINOIS**
for and in consideration of the sum of **Four Thousand 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 3 in Block 10 in Mills and Sors' Resubdivision of Sundry Lots in Blocks 2, 3, 10 and 11 in Gale and Welch's Resubdivision of part of A. Gale's Subdivision of the Southeast 1/4 of Section 31 and the southwest 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1648 N. Meade Avenue, Chicago, Illinois

P. I. N. 13-31319--017 *Q-Q*

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 Grantors **Edward C. Harris and Sylvia Harris, his wife and Abe C. Harris and Pamela Harris, his wife** justly indebted upon their **60** installments of principal and interest in the amount of \$ **97.27** each until paid in full ~~XXXXXX~~

which detail installment contract has been assigned by **Landmark Builders, Inc., to NORTHWEST NATIONAL BANK OF CHICAGO**

THE GRANTOR covenants and agrees 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 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 approved 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 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. 7. In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or 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 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 so much additional indebtedness secured hereby. 8. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all costs and 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. 9. 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 preparing or completing abstract showing the whole title of said premises, or covering foreclosure hereof, 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 less the 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 final, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid. The grantor for said grantor and for his 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 for his 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. Larson** 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 **30th** day of **August** A. D. 19**86**

Ed C. Harris (SEAL)
Pamela Harris (SEAL)
Edward Harris (SEAL)
Sylvia Harris (SEAL)

86469674

UNOFFICIAL COPY

Book No. 246.

SECOND MORTGAGE

Trust deed

EDWARD C. HARRIS & SYLVIA HARRIS, HIS WIFE AND ABE C. HARRIS & PAMELA HARRIS TO HIS WIFE JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY: ROBERT E. NOWICKI

COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

86469674

86469674

REC-01 RECORDING \$11.00
INDEXED TRIM 24.19 10/10/85 08 02:00
BOOKED # 11 * 86-469674
COOK COUNTY RECORDER

I, HARRY WARNER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD C. HARRIS, AND SYLVIA HARRIS, HIS WIFE AND ABE C. HARRIS & PAMELA HARRIS, HIS WIFE personally known to me to be the same person S. whose name S. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, assigned, sealed and delivered the said instrument as the true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Witness under my hand and Notarial Seal, this 30th day of August, A. D. 1986.
Notary Public
Henry Warner
Comm exp 11/81/87