

UNOFFICIAL COPY

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TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor JOYCE POWELL

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty Four Hundred Four & 60/100 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 148 in Bossemer Park Addition a Subdivision of Lots in Blocks 2-6 both inclusive, Lots 1-21 both inclusive, Lots 28-48 both inclusive, in Block 7 in Ira Homes Addition to South Chicago in the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 8930 South Essex, Chicago, Illinois.

Permanent Tax No. 26-06-117-030 TP

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 security performance of the covenants and agreements herein.

WITNESAS, The Grantor JOYCE POWELL

justly indebted upon one principal promissory note, bearing even date herewith, payable to LANDMARK BUILDERS, INC. and assigned to Northwest National Bank for the sum of Forty Four Hundred Four & 60/100 (\$4404.60) payable in 60 successive monthly installments each of 73.41 due on the note commencing on the 13th day of April 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured at expense to be paid 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 to the 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; (7) in the event of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 lien or title affecting said premises or pay all prior encumbrances 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 as 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 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; (9) in August by the grantor that all expenses and disbursements paid or incurred in behalf of complement in connection with the foreclosure hereof - including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor and the like expenses and disbursements occasioned in any suit or proceeding wherein the grantor 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 lien 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 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 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 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 27th day of February A. D. 19 86

X Joyce Powell (SEAL)
(SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

JOYCE POWELL

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, IL 60641



18515799

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 1298 03/07/86 09:42:00
#1790 # A * -86-091581

APR 1986

Exam copy 11/15/85

Notary Public

Harry Warner

day of February, A. D. 1986

Shall under my hand and Notarial Seal, this 27th

as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

I, Harry Warner

State of Illinois
County of Cook

ss.