

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM (ILLINCA5)

03193970

This Indenture, **CALVIN MOSLEY & CARRIE MOSLEY, his wife**
WITNESSETH, That the Grantor

of the City of Chicago, County of Cook, and State of Illinois, **861959-70**

for and in consideration of the sum of **Thirty Nine Hundred Dollars, \$39,000/100** 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 everything 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 32 in Allerton's Englewood Addition, in the Southwest 1/4
of Section 19, Township 38 North, Range 14, East of the Third
Principal Meridian in Cook County, Illinois, commonly known
as 2119 West Marquette, Chicago, Illinois.

Permanent Tax No. 201-9-305-003

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, **CALVIN MOSLEY & CARRIE MOSLEY, his wife**
justly indebted upon their **one** **retail installment contract**
to **LANDMARK BUILDERS INC.** and assigned to **Northwest National Bank**,

payable in **60** successive monthly installments each of **94.84** due
on the note commencing on the **8th** day of **June**, **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, 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, except thereafter, (3) within sixty days after destruction or damage in whole or in part to the buildings or improvements on said premises that may be caused by fire, lightning or other cause, (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 compliance as be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached, to cover fire, theft, flood, wind, hail, 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 such taxes or assessments, or discharge or discharge of any lien or lien affecting and prejudicial to all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor covenants 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 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 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 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 behalf of complainant in connection with the foreclosure hereof - including reasonable collection 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, as incurred by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, or 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 a first lien, as aforesaid 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 witness fees have been paid. The grantor, his heirs, assigns, administrators and assigns of said grantor, waive all right in the possession of, and income from, said premises pending such foreclosure proceedings, as aforesaid, and 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 E. Larson of said County is hereby appointed to be the first successor to this trust, and if for any like reason 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 the reasonable charges.

Witness the hand and seal of the grantor, this **10th** day of **April**, A. D. **1986**.

X Calvin Mosley (SEAL)
X Carrie Mosley (SEAL)

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Bot No. 346

SECOND MORTGAGE

Trust Deed

CALVIN MOSLEY, S.

CARRIE MOSLEY, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
1985 Milwaukee Ave.
Chicago, IL 60641

0-6556198

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
TRMN 4294 05/16/86 09:47:00
1#3333 TRMN 4294 05/16/86 09:47:00
#4872 # 9 * 06-195979

Notary Public

Calvin Mosley
Calvin Mosley, Notary Public
11/18/87

day of April A. D. 19 86

JOHN [Signature] under my hand and Notarial Seal, this

personally known to me to be the same person, whose name is, are
instrument appeared before me this day in person, and acknowledged that the y signed, sealed and delivered the said instrument
for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

CARRIE MOSLEY, his wife

CALVIN MOSLEY, S.

I, [Signature], Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of Illinois

Cook

County of

512

0-6556198