

This Indenture, WITNESSETH, That the Grantor C. B. HOLMES & BETTY HOLMES, his wife

of the City of Chicago, County of Cook and State of Illinois

for and in consideration of the sum of Twenty Two Hundred Dollars & 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 7 in Thomas H. Hulbert's Subdivision of Lots 15 to 22 inclusive, in Loring's Subdivision of Block 7 of W.J. Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 616 North Monticello, Chicago, Illinois.

Permanent Tax No. 16-11-116-041 No.

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 C. B. HOLMES & BETTY HOLMES, his wife

justly indebted upon their one retail installment contract to COMPLETE HOME IMPROVEMENT COMPANY and assigned to Northwest National Bank

payable in 36 successive monthly installments each of 77.34 due

on the note commencing on the 26th 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 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 in companies to be selected 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.

IN THE EVENT of failure to so 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 of 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.

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 term.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure or trust including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises including foreclosure decrees shall be paid by the grantor and the like expenses and disbursements occasioned 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 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 dissolved, 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 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 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. 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 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 12th day of April, A. D. 1986.

C. B. Holmes
Betty Holmes

(SEAL)

(SEAL)

(SEAL)

(SEAL)

86215177

PROPERTY OF COOK COUNTY CLERK'S OFFICE

86215177

UNOFFICIAL COPY

Box No. 246.....

SECOND MORTGAGE

Trust deed

C. B. HOLMES &

BETTY HOLMES, his wife

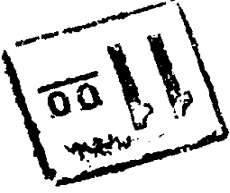
TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, IL 60641



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
TRAN 7692 05/30/86 09:35:00
86215177

I, *Joseph D. Wright*
County of Cook }
State of Illinois }
Notary Public in and for said County, in the State aforesaid, Do hereby Certify that C. B. HOLMES & BETTY HOLMES, his wife
personally known to me to be the same person whose name are
instrument, appeared before me this day in person, and acknowledged that the X signed, sealed and delivered the said instrument
as their free and voluntary act, to the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this 12th day of April A. D. 19 86
Joseph D. Wright
Notary Public.

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