

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor

ADA THOMAS

86215180

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Thirty Three 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 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 18 and the South 1/2 of lot 17 in Block 7 in Chatham Fields, being a Subdivision of the Northeast 1/4 of Section 34, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 79th & 37th South Vernon, Chicago, Illinois.

Permanent Tax No. 20-34-201-012 A2

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 ADA THOMAS, justly indebted upon A one retail installment contract, bearing even date herewith, payable to M. WALTER & COMPANY and assigned to Northwest National Bank,

payable in 24 successive monthly installments each of 161.57, on the note commencing on the 22nd day of June, 1886, 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 Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees 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 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 all prior incumbrances and the interest thereof 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, be foreclosed, sold, and paid, 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 in making in behalf of grantor in connection with the foreclosing thereof, including reasonable collections fees, outlays for dispository evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, obtaining foreclosure decree, 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 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 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, to said grantor, and for the hours, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 it is agreed, that if said 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 19th day of April, A. D. 1886

X Ada Thomas

(SEAL)

(SEAL)

(SEAL)

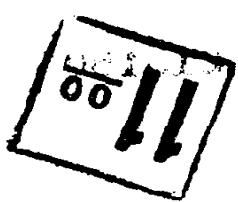
(SEAL)

UNOFFICIAL COPY

Trust Deed

SECOND MORTGAGE

Box No. 246



86215180

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

ADA THOMAS
TO
JOSEPH DEZONNA, Trustee

Northwest National Bank
3985 Milwaukee Ave.
Chicago, IL 60641

REPT-0 RECORDING
\$11.00
TH3333 TRAN 7692 05/30/86 09:36:00
W2300 # A * 06-2 15 180

MY COMMISSION EXPRESSES
APRIL 7, 1986

Notary Public

Edward R. Thomas

day of April 1, A.D. 1986

1986

Witness, under my hand and Notarial Seal, this

I, *Edward R. Thomas*, a free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, do hereby declare before me this day in person, and acknowledge and deliver this instrument, above signed, sealed and delivered the said instrument, applies and shall be deemed to have been delivered to the person or persons personally known to me to be the same person, whose name is *Ada Thomas*, subscriber to the foregoing instrument.

I, *Edward R. Thomas*, a Notary Public in and for said County, in the State aforesaid, do certify certify that *ADA THOMAS*

State of Illinois
County of Cook
} \$5.
} \$5.

86215180