

UNOFFICIAL COPY 86254970

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS.

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This Indenture,

WITNESSETH, That the Grantor, BEN NEWTON & MARY NEWTON, his wife,

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eighty Five 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:

Lots 1 to 4 in J.C. Daley's Subdivision of Lots 2 and 3, in
Block 6 in L.W. Stone's Subdivision of the East 20 Acres of
the North 30 acres of the West 1/2 of the Southwest 1/4 of Section
3, Township 38 North, Range 14, East of the Third Principal
Meridian in Cook County, Illinois, commonly known as 4401 South
Michigan, Chicago, Illinois.

Permanent Tax No. 20-03-308-001,002

M.C. All

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, BEN NEWTON & MARY NEWTON, his wife,
justly indebted upon their one principal promissory note bearing even date herewith, payable

NORTHWEST NATIONAL BANK
payable in 36 successive monthly installments each of 298.83 due
on the note commencing on the 19th day of July 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 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 or demand to exhibit receipts therefor 30 within ten days after destruction or damage to remove or reduce all buildings or improvements on said premises that may have been performed or damaged, 4. that waste or waste 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 or compensation acceptable to the holder of the first mortgage indebtedness, with loss clause attached, payable first to the first Trustee or Mortgagor, and second to the Trustee herein as their successors may appear, which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid, 6. to pay all prior indebtedness, 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 indebtedness 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, fee or like affecting said premises or pay all prior indebtedness and the interest thereon from time to time and at all times so paid, the grantee, agrees to repay immediately without demand, and the same will interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness accrued hereby.

On the Event of a breach of any of the above covenants, the grantee or the holder of said indebtedness may sue for the recovery of the amount of said indebtedness, including principal and interest accrued until the time of the legal judgment, and costs, including attorney's fees and expenses, and may collect the same from time of each breach, at seven per cent, per annum, shall be recoverable by foreclosure or suit at law, the same as if said indebtedness had been so contracted in express terms.

It is Agreed by the Grantor, that all expenses and disbursements paid or incurred in the sale of said land, in connection with the foreclosed or sold land, including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing and certifying abstract showing the whole title of said premises, including foreclosed decree, shall be paid by the grantor, and the like expenses and disbursements incurred by the grantee in proceeding wherein the grantee or his holder, 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 sum upon said premises, and all be paid as costs and no added to any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale etc., have been entered or not, shall not be discontinued, nor a release served upon any such expenses and disbursements, and the costs of suit, including expenses, fees have been paid. The grantor, for said grantor, and for the heirs executors, administrators and assigns of said grantee, waive all right to the possession of and income from, and premises pending such service or procedure, 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 claimant 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
XX Thomas S. Leppert RONALD D. WOOD
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 to 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 5th day of June A.D. 19 86

Ben Newton
Malley Klemm

SEAL

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Box No. ... 249

SECOND MORTGAGE

Urquhart

BEN NEWTON &

MARY NEWTON, his wife

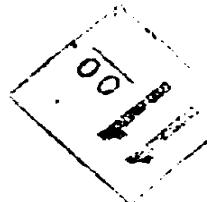
TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, IL 60641



COOK COUNTY RECORDER
49727 # A * B6-254970
TREC333 TRAN 5876 06/23/86 10:53:00
DEPT-01 RECORDING \$11.00

My Commission Expires Dec 22, 1988

Notary Public

day of June A.D. 19 86
I, *C. Miller Jr., Notary*, do hereby certify that this instrument was executed under my hand and Notarial Seal, this 5th

of this day, in the year of our Lord one thousand nine hundred and eighty six, for the uses and purposes herein set forth, including the release and waiver of the rights of homestead, as contained in the instrument, appeared before me this day in person, and acknowledged that he, *C. Miller Jr.*, signed, sealed and delivered the said instrument, personally known to me to be the same person as whose names, *C. Miller Jr.*, are subscribed to the foregoing instrument, and for the same consideration, as aforesaid, I, *C. Miller Jr.*, Notary Public in and for said County, in the State aforesaid, Do hereby certify that BEN NEWTON & MARY NEWTON,

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State of Illinois
County of Cook
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