

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

87635483

This Indenture, WITNESSETH, That the Grantor JOHN W. ROWSER, JR. (DIVORCED)

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

for and in consideration of the sum of FIFTEEN THOUSAND FIVE HUNDRED & NO/100 Dollars in hand paid, CONVEY AND WARRANT to JOHN YOUNG, 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: The West 50 Feet of Lots 19 and 20 ^{In Block 4} in Frederick H. Bartlett's 79th Street Subdivision of Part of the Northwest 1/4 of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, according to Plat thereof recorded April 27, 1910 as Document Number 4550573, in Cook County, Illinois.

Prop. address: 1864 E. 81st Street, Chicago, Il. 60617

P.I.N. 20-36-108-033 *alldm*

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois (b) (3), nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's JOHN W. ROWSER, JR., (DIVORCED)

is justly indebted upon HIS one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 340.97 each until paid in full.

which Retail Installment Contract has been assigned by TOWN AND COUNTRY HOME PRODUCTS, INC., to NORTHWEST NATIONAL BANK OF CHICAGO

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 receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may hereafter be 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; (7) 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 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 at the rate of 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 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.

If it is assigned by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring 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 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 tax and 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 cost of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executor, 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

Ronald Wood

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 trustee 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 15th day of October, A. D. 19 87

John W. Rowsse Jr

(SEAL)
(SEAL)
(SEAL)
(SEAL)

SECOND MORTGAGE

Trust Deed

JOHN W. ROWSER, JR.

TO

JOHN YOUNG, Trustee

THIS INSTRUMENT WAS PREPARED BY:

ROBERT F. NOWICKI

NORTHWEST NATIONAL BANK OF CHICAGO
725 W. WAUKEE AVE. CHICAGO, ILL. 60641
312/777 7700

COOK COUNTY RECORDER

DEPT-31 RECORDING
1W1111 TRNN 7285 18/02/87 09:34:00

#642 # 4 * 87-638483

DEPT-31 RECORDING
1W1111 TRNN 7285 18/02/87 09:34:00
COOK COUNTY RECORDER

112.00

87638483



Property of Cook County Clerk's Office

State of Illinois }
County of Cook }
55.

I, MAURICE POLO, a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that JOHN W. ROWSER, JR., (DIVORCED)

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument

in this free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

(Return under my hand and Notarial Seal, this

15th day of October, A. D. 19 87

Notary Public

87638483