

UNOFFICIAL COPY

FORM NO. 9202
APRIL 1990

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That **Willie Jones**

(hereinafter called the Grantor), of **Trust Deed**
6531 S. Langley, Chicago, Il...

for and in consideration of the sum of **TWENTY NINE THOUSAND**,
SIX HUNDRED AND NO/100----- Dollars,
in hand paid, CONVEYS AND WARRANTS to **Mae M. Hodge**

5100 S. Ellis Av.

of **Chicago, Il.** (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of **Cook**

COMMONLY KNOWN AS **6757 S. EVANS AV.**

LOTS 25 AND 26 IN BLOCK 1 IN HAWTHRE'S SOUTH PARK-SUBDIVISION OF THE SOUTH
WEST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ AND THE NORTH $\frac{3}{4}$ OF THE
EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 00, TOWNSHIP
38NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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 is justly indebted upon **a principal promissory note** bearing even date herewith, payable to

Mae M. Hodge
5100 S. Ellis av.
Chicago, Il. 60615-Phone Hy-3-5500

26-22-406-018-6000

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 **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 Mortgagor 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 so 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 otherwise 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 thereon from the date of payment at **10%** 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 **108** 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 plaintiff in connection with the foreclosure hereof -- including reasonable attorney's fees, outlays for documentation, 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, occasioned by any suit or proceeding wherein the grantee or any holder of his 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 addition to, 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 released herefrom given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner **Willie Jones**

IN THE EVENT of the death or removal from said **Cook**

Mae M. Hodge, 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 of 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.

This trust deed is subject to **A FIRST MORTGAGE OF \$22,000.00 DATED MARCH 2nd 1992** --
TO MAE M. HODGE 5100 S. ELLIS AV., Chicago, Il.

Witness the hand and seal of the Grantor this **20th** day of **April** **1992**

Please print or type name(s)
below signature(s)

(SEAL)

(SEAL)

This instrument was prepared by

William Bridgeforth **8035 S. St. Lawrence, Chicago, Il.**
(NAME AND ADDRESS)

2350

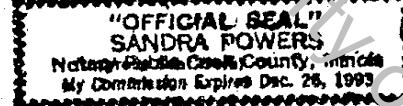
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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Sandra Powers, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIE JONES

personally known to me to be the same person as 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 as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 11th day of May, 1992.



Commission Expires 12-26-93

Sandra Powers
Notary Public

923326731

SECOND MORTGAGE
Trust Deed

BOX No _____

