TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, That the Grantor ALLEN WASNEY AND PEARL WASNEY (HIS WIFE)

of the CITY of RICHTON PK County of COOK and State of ILLINOIS

for and in consideration of the sum of FIVE THOUSAND SEVEN HUNDRED AND 00/100THS Dollars

in hand paid, CONVEYS AND WARRANTS 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 RICHTON PK, County of COOK and State of Illinois, to wit:

LOT 302 IN RICHTON HILLS SECOND ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 4TH, 1969, AS DOCUMENT NUMBER 2434295, AND SURVEYOR'S CERTIFICATE OF CORRECTIONS THEREFOR REGISTERED MARCH 12TH, 1969, AS DOCUMENT NUMBER 2439592, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREFOR REGISTERED ON MAY 6TH, 1969 AS DOCUMENT NUMBER 2449349, IN COOK COUNTY, ILLINOIS.

P.I.N. 31-27-314-006-0000

COMMONLY KNOWN AS 22021 CHURCHILL DR. RICHTON PARK, 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 Grantors ALLEN WASNEY AND PEARL WASNEY (HIS WIFE)

justly indebted upon A one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of $ 138.61 each until paid in full.

WHICH RETAIL INSTALLMENT CONTRACT HAS BEEN ASSIGNED BY STONE CONSTRUCTION COMPANY TO NORTHWEST NATIONAL BANK OF CHICAGO.

THE GRANTORS 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 Mortgagees 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 so to insure, or pay taxes or assessments, or the prior incumbrance 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 moneys so paid, the grantors agree 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 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.

IT IS AGREED by the grantors 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 grantors, 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 grantors. 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees, have been paid. The grantors for said grantors, and for the heirs, executors, administrators and assigns of said grantors, 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 grantors, or to any party claiming under said grantors, 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 S and seal S of the grantor S this 27TH day of AUGUST A.D. 19 86

Allen Wasney (SEAL)

Pearl Wasney (SEAL)

(SEAL)

(SEAL)

THIS INSTRUMENT PREPARED BY:
SHARI SCHWIMMER
6246 N. PULASKI RD.
CHICAGO, IL 60646

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3560694

NOTE ID

Property of Cook County Clerk's Office

UNOFFICIAL COPY

UNOFFICIAL COPY

State of Illinois
County of Cook } ss.

I, SHARI SCHWIMMER

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that ALLEN WASNEY AND PEARL WASNEY (HIS WIFE)

personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he Y signed, sealed and delivered the said instrument as THEIR 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 Notarial Seal, this 27TH day of AUGUST A. D. 19 86

Shari Schwimmer
Notary Public

OFFICIAL SEAL
SHARI SCHWIMMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/1/1989

Property of Cook County Clerk's Office

SECOND MORTGAGE

Trust Deed

56669 4

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

NORTHWEST NATIONAL BANK OF CHICAGO
3958 W. WASHINGTON AVE. CHICAGO, ILL. 60624

Submitted by
Address
Promised
Deliver certificate
Address
Deliver Certificate Trust
Deed to
Address
Notified

Box No.

13637129