

21 414 113

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

GEO E COLE & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S. George B. Maison and Verlie Maison, his wife,

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of _____ Dollars

in hand paid, CONVEY AND WARRANT to Joseph M. McCarthy, Jr.

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 22 in Albert Wisner's Subdivision of Block 10 in Subdivision of that part lying Northeast of the center of Lincoln Avenue of the Northwest Quarter of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian.

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 S. George B. Maison and Verlie Maison justly indebted upon their principal promissory note bearing even date herewith, payable Forty Five and 23/100 - - (\$45.23) - - Dollars on April 3, 1971; \$45.23 on the 3rd day of each and every month thereafter with final payment due March 3rd 1972. Said monthly payments include interest at the rate of Eight (8%) percent per annum, as evidenced by installment note payable to Bearer.

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THE GRANTOR S covenant and agree as follows: (1) To pay the principal 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 demand to rebuild or repair 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 hereinafter named, who is hereby authorized to place such insurance in any companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the 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.

IN THE EVENT of failure to so 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 liability affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor S agree to repay immediately without demand, and the same with interest thereon from the date of payment to seven percent 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 the time of such breach, at seven per cent. per annum, shall be recoverable by suit therefor, 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 S that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, out-of-pocket disbursements, stenographer's charges, cost of procuring or completing abstracts, as well as the whole title of said premises embracing foreclosure decree, shall be paid by the grantor S; 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 S. 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 proceedings, 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 S for said grantor S and for the heirs, executor, administrators and assigns of said grantor S and Verlie shall warrant to the possession of, and income from, said premises pending such foreclosure proceedings, and to pay, 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 S or to any claimant under said grantor S 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 the _____ 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 3rd day of March A. D. 19 71

George B. Maison (SEAL)

(SEAL)

Verlie Maison (SEAL)

(SEAL)

State of Illinois
County of Cook

I, Joseph M. McCarthy
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
George B. Maison and Verlie Maison, his wife,



personally known to me to be the same person whose name is are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he she 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 3rd
day of March A. D. 1971

Joseph M. McCarthy
Notary Public

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MAR--5-71 201428 • 21414113 • A — Rec 510

Box No. _____
SECOND MORTGAGE
Trust Deed
George & Verlie Maison

TO
Joseph M. McCarthy, Jr.



Mail to
J.M. McCarthy, Jr.
2275 Lincoln Ave
Chicago 60614

21414113
GEORGE & ETOY COMPANY
CHICAGO

END OF RECORDED DOCUMENT