

21 988 208

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

This Indenture, WITNESSETH, That the Grantor ALBERT J. MARSHALL, A bachelor

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty Hundred Twelve & 82/100 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:

The North 33 feet 10 inches of Lot 28 and all of Lot 29 (except the North 2 feet 4 inches thereof) in Block 14 in Calumet Trusts Subdivision in Section 12 both North and South of the Indian Boundary Line in Township 37 North Range 14 East of the Third Principal Meridian, and fractional Section 7 North of the Indian Boundary Line in Township 37 North Range 14 East of the Third Principal Meridian, according to the plat thereof recorded December 30, 1925 as Document 9137462 in Cook County, Illinois and Commonly known as 9922 South Clyde Avenue Chicago, 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 ALBERT J. MARSHALL, A bachelor justly indebted upon his ONE principal promissory note—bearing even date herewith, payable HOLDEN BUILDERS & SUPPLY CO. for the sum of Twenty Hundred Twelve & 82/100 Dollars (\$2012.82) payable in 24 successive monthly instalments each of \$33.55 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 15 day of Sept 1972 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, as hereinafter 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 on 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 holder 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 other 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, or to pay 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 affected by 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 to the holder, or pay 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 accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of payment 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 become matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure proceedings, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs 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 grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such taxes and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decrees 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 sale, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, 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 grantor, or of his refusal or failure to act, then ALBERT J. MARSHALL, of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor shall 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 grantor 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 17th day of July A. D. 1972

Albert J. Marshall (SEAL) (SEAL) (SEAL) (SEAL)

21 988 208

State of Illinois  
County of Cook } ss.

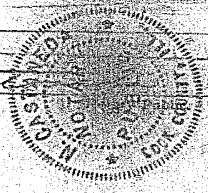
I, A. Cottosich

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
ALBERT J. MARSHALL, A bachelor

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 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 Notarial Seal, this 17  
day of July A. D. 1972

A. Cottosich



725 007 15

Property of Cook County Clerk's Office

612 JUL 25 AM 11 29

RECORDS OF DEEDS  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUL-25-72 474982 2188208 - A - Rec

5.00

5.00

21988208

Box No. 246

SECOND MORTGAGE

Trust Deed

ALBERT J. MARSHALL, A bachelor

TO

JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK

OF CHICAGO

TRUST DEPT.

MILWAUKEE AVE.

CHICAGO ILL 60611

END OF RECORDED DOCUMENT