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

21-218-877

BROOK COLE & CO CHICAGO
LEGAL BLANKS

Chris J. Shapire, witness to the Grantor,
John E. Miller and Irene Miller

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Thirty Nine Hundred Forty Five & no/100 Dollars
in hand paid, CONVEY AND WARRANT to Frank M. Spatz
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 ap-
paratus 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 Four Hundred Sixty (460) in Galewood, being a Subdivision in
the Southeast Quarter (1/4) of Section 31, Township 40 North, Range
13, 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 payment of all amounts due under the covenants and agreements herein.

Witness, the Grantor, John E. Miller and Irene Miller

justly indebted upon their principal promissory note bearing even date herewith, payable
to the order of Ashland Building and Improvement Company in the sum
of \$3945.00 payable in 60 successive monthly installments of \$65.75
each, commencing September 1, 1970.

The Grantor, John E. Miller, 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 said buildings or improvements on said premises
that may have been destroyed or damaged; (4) that wants to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on
said premises in good repair and condition; (6) to pay all taxes and assessments on said premises, and to pay all expenses of insurance on said premises,
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, 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; (7) to pay all prior indebtedness,
and the interest thereon, as herein and in said notes provided, or as otherwise agreed; (8)

In THE EVENT of failure so to insure, or pay taxes or assessments, or the prior indebtedness or the interest thereon within due time, a garnishee 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
the same with interest thereon from the date of payment at seven percent annual rate, but the amount so paid by the grantor, John E. Miller, to repay him, Irene Miller, without demand, and
the same with interest thereon from the date of payment at seven percent annual rate, but the amount so paid by the holder of said indebtedness, including interest, shall be recovered by
foreclosure thereof, with notice, become immediately due and payable, and with interest thereon from the date of such breach at seven percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness were unmatured by
express terms.

It is AGREED by the grantor, John E. Miller, that all expenses and disbursements paid or incurred to behalf of complaint in connection with the above are hereby
assumed by the grantor, John E. Miller, for doing, maintaining, repairing, preserving, protecting, and defending the same, and the costs of procuring or completing alterations, additions, the whole
title of said premises embracing foreclosures, etc., shall be paid by the grantor, John E. Miller; and the like costs of procuring or completing alterations, additions, the whole
ceasing 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, John E. Miller. All such expenses
and disbursements shall be an additional item upon said premises, and be taxed as costs and included in any decree that may be rendered in such foreclosure
proceedings, while proceeding, whether or not the same shall have been paid. The grantor, John E. Miller, and for the heirs, executors, administrators, and
assigns of said grantor, John E. Miller, including solicitor's fees have been paid. The grantor, John E. Miller, and for the heirs, executors, administrators, and
assigns of said grantor, John E. Miller, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree, at
any time during the term of this bill to prosecute this Trust Deed in court in which such bill is tried, may at once and without notice to the said grantor, John E. Miller, or to any party
claiming under said grantor, John E. Miller, appoint a receiver to take possession or charge of said premises with power to sell the same, route, 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
John E. Miller and Irene Miller
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 persons who shall then be the heirs, executors, administrators, or trustees appointed to be second
successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successors in trust, shall be entitled to possess
the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, John E. Miller, this 18th day of July A. D. 1970

X John E. Miller (SEAL)

John E. Miller and Irene Miller (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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State of Illinois
County of Cook

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I, Mollie DeMoss,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Chris Filler and Irene Filler, his wife

personally known to me to be the same person whose name is John A. Sibley subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the self free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Set forth, above,
Date _____
Signed under my hand and Notarial Seal, this 18th
July A.D. 1970



21897

~~PROPOSED COMMERCIAL DEVELOPMENT AT THE
FOOT OF BROWN'S BRIDGE TO BE APPROVED BY THE
GENERAL ASSEMBLY IN THE SPRING OF 1962.~~

500 **MARKS**