

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202NW

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This Indenture, WITNESSETH, That the Grantor^S

ARTHUR L. BIRSCH and MARY L. BIRSCH, his wife

of the Village of Harwood Heights City of Cook and State of Illinois
 for and in consideration of the sum of Twenty-eight Hundred Twenty & 51/100 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 appa-
 ratus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
 in the Village of Harwood Heights County of Cook and State of Illinois, to-wit:
Lot 16 in Block 1 in Oliver Salinger and Co's-2nd Lawrence Avenue
Manor, being a subdivision of Lot 7 in C. P. Ball's subdivision of
the North Half of the Northwest Half of Section 18, Township 40 North,
Range 13, East of the Third Principal Meridian and the North 25.4
acres of the Northeast Quarter of the Northeast Quarter of Section 13,
Township 40 North, Range 12, East of the Third Principal Meridian,
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^S ARTHUR L. BIRSCH and MARY L. BIRSCH, his wife
 justly indebted upon their own principal promissory note—bearing even date herewith, payable
NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Twenty-eight Hundred
Twenty & 51/100 Dollars (\$282051) payable in 60 successive monthly
 installments each of \$47.01 except the final instalment which shall be
 the balance due on this note commencing on the 20 day of Sept 1970,
 and on the same date of each month thereafter, until paid, with interest
 after maturity at the highest lawful rate.

THE GRANTOR^S 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 repair 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, second, to the Trustee herein as their interests
 may appear, which policies shall be kept 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 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 purchase any title 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 pay 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 holder thereof, without notice, become immediately due and payable, and with interest from time of such breach, at
 seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, on 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 complainant in connection with the foreclosure here-
 of, including reasonable solicitor's 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 grantor and the like expenses and disbursements occasioned by any suit or pro-
 ceeding 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. 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 thereof given, without the written
 consent and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, assigns, administrators
 and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 and 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
August G. Merkel of said County is hereby appointed to be first successor in this trust and 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
 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 and
 the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 21st day of July A. D. 19 70

Arthur L. Birsch (SEAL)
Mary L. Birsch (SEAL)
 (SEAL)
 (SEAL)

UNOFFICIAL COPY

State of Illinois } ss.
County of Cook

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I, JOHN DURIS

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
ARTHUR L. BIRSCH and MARY L. BIRSCH, 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 they 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 21st
day of July A. D. 19 70



John Duris
Notary Public

21221101



Box No. 246

SECOND MORTGAGE

Trust Deed

ARTHUR L. BIRSCH and

MARY L. BIRSCH, his wife

TO

JOSEPH DEZONHA, Trustee

NORTHWEST NATIONAL BANK

OF CHICAGO

CONSUMER CREDIT DEPT.

3973 N. MILWAUKEE AVE.

CHICAGO, ILLINOIS 60641

END OF RECORDED DOCUMENT