

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 21 258 677 GED E COLK & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantors FRANK J. POMEY and IRENE M. POMEY, his wife

of the Town of Cicero County of Cook and State of Illinois

for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED (\$6,500.00) Dollars

in hand paid, CONVEY AND WARRANT to CHARLES F. NOVAK of the Village of North Riverside 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 Village of North Riverside County of Cook and State of Illinois, to-wit:

Lot 9 in Block 14 in Komarek's West 22nd Street Second Addition, a Subdivision of the West 1/2 of the North West 1/4 of Section 26, Township 39 North, Range 12, 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 purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor FRANK J. POMEY and IRENE M. POMEY, his wife justly indebted upon a principal promissory note bearing even date herewith, payable in the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00), payable with interest at eight (8) per cent per annum. Said Note shall be due in full in five (5) years from its date and interest shall be paid on said principal balance semi-annually, beginning January 2, 1971. In the event said Note shall have been paid in full within three (3) months of its date, no interest shall be charged. This Note may be prepaid at any time without penalty.

THE GRANTOR'S covenants 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 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 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; (7) in the event of failure 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 insure such premises, or pay such taxes or assessments, or discharge or purchase any such prior incumbrances, 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 reimburse immediately, without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be as much additional indebtedness secured hereby; (8) in the event of a breach of any of the above 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 foreclosure thereof, or by suit at law, or both, the same as if all of said covenants 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing all affidavits showing the whole title of said premises embracing foreclosure decrees—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. All such costs and disbursements shall be included in any decree that may be rendered in such foreclosure proceedings, which, preceding, whether decree of sale has been entered or not, shall not be dismissed, nor adjourned hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors, 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 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 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, an executor of said County is hereby appointed to be first successor in this trust; and if for any like cause and 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 and seal of the grantors this 25 day of AUGUST A. D. 1970

Frank J. Pomey (SEAL)
Irene M. Pomey (SEAL)

(SEAL)

Property of Cook County 21 258 677

State of ILLINOIS }
County of COOK } ss.

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I, Walter M. Wlodek
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
FRANK J. POMEY and IRENE M. POMEY, his wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the 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 25
day of August A. D. 19 70

Walter M. Wlodek



Property of Cook County Clerk's Office

21255077

500 MAIL

Box No.
SECOND MORTGAGE
Trust Deed

TO



TOM J. CAULFIELD
188 W BROADWAY ST.
CHICAGO, ILL.
60601

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT