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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

21 315 458

GEORGE COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Melvin D. Schaeffer,
Frances Schaeffer, Eugene Schaeffer

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of ThirtySeven Thousand One Hundred TwentyFive Dollars 00/100

in hand paid, CONVEY AND WARRANT to Republic Bank of Chicago

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 15, 16, 17, and 18 taken as a tract (except that part taken for street) in Block 1 in A.T. McIntosh's 61st Street Subdivision of the South East quarter of the North East quarter of the South East quarter of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian, (except that part of said tract described as follows:

Commencing at the intersection of the North line of said Lot 15 and the West line of South Pulaski Road, as widened thence South along the West line of South Pulaski Road as widened 28.27 feet to the center line of an 8 inch wall, thence West along the center line of
(continued on attachment)

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 Melvin D. Schaeffer, Frances Schaeffer, Eugene Schaeffer

justly indebted upon principal promissory note bearing even date herewith, payable

In sixty consecutive monthly payments of Six Hundred Eighteen

Dollars and Seventy-Five Cents (\$618.75) starting December 15, 1970

THIS IS A SECOND MORTGAGE TRUST DEED

THE GRANTORS 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 said premises, to rebuild or restore 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 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 mortgagee or Mortgagee, and, 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 to insure, or pay taxes or assessments, or the principal or interest 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 any tax lien 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 repay 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 legal holder thereof, without notice, become immediately due and payable, with interest thereon from time of such breach, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 the complainant in connection with the foreclosure hereof, 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 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. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree, and may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed or withdrawn hereof, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, and 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 the refusal or failure to act, then Republic Bank of Chicago of said County is hereby appointed to be first and only successor in this trust; and if for any reason said bank should 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 receipt of his reasonable charges.

Witness the hand and seal of the grantor this 3rd day of November A. D. 19 70

Melvin D. Schaeffer (REAL)
Frances Schaeffer (SAL)
Eugene Schaeffer (SAL)
Republic Bank of Chicago (SEAL)

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State of Illinois
County of Cook } ss.

I, Patricia Jacobs

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Melvin D. Schaeffer, Frances Schaeffer,

Eugene Schaeffer

personally known to me to be the same person. Whose name S subscribing
instrument, appeared before me this day in person, and acknowledged their and
delivered the said instrument as their free and voluntary act, for the purpose herein
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 3rd
day of November A. D. 19 70

Patricia Jacobs
Notary Public



Elly Allen

1970 NOV 12 AM 11:46

NOV-2-70 147539 • 21315458 • A — Rec 6.50

Box No.

SECOND MORTGAGE

Trust Deed

Melvin D. Schaeffer,
Frances Schaeffer and
Eugene Schaeffer

TO

Republic Bank of Chicago
6501 South Pulaski
Chicago, Illinois



21315458

RECORDED

RECEIVED

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(attachment to second mortgage trust deed dated Nov. 3, 1970)

said wall and the center line of said wall extended West 53.0 feet to a point 46.21 feet North of the South line of Lot 17 aforesaid, thence North parallel to the West line of South Pulaski Road, 2.79 feet thence West parallel to the North line of said Lot 15, 55.66 feet to the West line of said Lots 15, 16, and 17 thence North along the West line of said lots, taken as a tract 26.0 feet to the North line of said Lot 15, thence East along the North line of said Lot 15, 108.66 feet to the point of beginning) in Cook County, Illinois.

21 315 458

END OF RECORDED DOCUMENT