

This Indenture, WITNESSETH, That the Grantor^S
LOUIS S. RAPACZ and MARY RAPACZ, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Sixteen Hundred Eighty-one & 32/100 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 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:
The East 20 feet of Lot 34 and Lot 35 (except the East 15 feet) in
Block 4 in F. H. Bartlett's Chicago Highlands, a Subdivision of the
North West Quarter (1/4) of the North West Quarter (1/4) of Section 19,
Township 33 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 purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor^S LOUIS S. RAPACZ and MARY RAPACZ, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Sixteen Hundred
Eighty-one & 32/100 Dollars (\$16,132) payable in 24 successive monthly
instalments each of \$70.06 except the final instalment which shall be
the balance due on this note commencing on the 5th day of Feb. 1971,
and on the same date of each month thereafter, until paid, with interest
after maturity at the highest lawful rate.

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THE GRANTOR^S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, on
according to any agreement extending time of payment; (2) to pay taxes to the first day of June in each year, or to assess 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 want 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 policies attached payable first to the first Trustee 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 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 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 grantee 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, and 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 both, the same as if all of said indebtedness had then matured by
express terms.

IT IS ACKNOWLEDGED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
of, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a return showing the whole
title of said premises embracing foreclosure order 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 hereof given, until all such expenses
and disbursements, and the costs of suit, including auditor's fees have been paid. The grantor, for said structure and for the heirs, executors, administrators,
and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 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 if 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 a 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 grantor this 7th day of Dec A. D. 1971
Louis S. Rapacz (SEAL)
Mary Rapacz (SEAL)

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, Luella J. Vandy

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
LOUIS S. RAPACZ and MARY RAPACZ, his wife

personally known to me to be the same persons whose name S. RAP subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 7th
day of Dec A. D. 19 70

Luella J. Vandy
Notary Public.



1970 DEC 8 PM 12 32

REC-8-73 159-53 • 2133067 • A — Rec 5.00



Ernest R. Olson

Doc. No. 246

SECOND MORTGAGE

Trust Deed

LOUIS S. RAPACZ and
MARY RAPACZ, his wife

TO
JOSEPH DEZONNA, Trustee

FIRST NATIONAL BANK
OF CHICAGO
TRUST DEPARTMENT
333 N. LAUREL AVE.
CHICAGO, ILLINOIS 60641

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END OF RECORDED DOCUMENT