

# UNOFFICIAL COPY

133VS

22 416 110

CHICAGO TITLE TRUST COMPANY SECOND MORTGAGE FORM (ILLINOIS) No. 202  
March, 1968

THIS INDENTURE, WITNESSETH, That the Grantors, Robert Giles  
of the City of Chicago, County of Cook and State of Illinois  
for and in consideration of the sum of Ten and other good and valuable considerations  
Dollars in hand paid, CONVEY AND WARRANT to Frank M. Spatz

of the City of Chicago, County of Cook and State of Illinois  
as trustee, 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, air-conditioning, 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: Parcel One: Lot 13 ( Except the westerly 8 ft. thereof in Catlin's Sub. of Blk 14) ( Except the S. 24 ft. of the W. 125 ft. thereof) in Bickerdike & Steele's Sub. of the W. 1/2 of the NW 1/4 of Sec. 28, T. 40 N., R. 14 E. of the 3rd P. M. Cook County, Illinois.

Also  
Parcel Two: All that part of the Southerly and Northerly 16 ft. vacated alley lying westerly of and joining the easterly line of the Westerly 8 ft. of Lot 13 in Catlin's Sub. aforesaid described as follows: Begin, on a pt. on the N. Line of said Lot 13 produced West 104 ft. W. of the NE Cor. thereof, thence SE in a Str. Line to its intersection with a pt. on a line 8 ft. Easterly of and parallel to the Westerly line of said Lot 13, 16 ft. Southerly of the N. line thereof, thence N. along a line 8 ft. Easterly of and parallel to the Westerly line of Lot 13 aforesaid, a distance of 16 ft. to its intersection with the N. line of said Lot 13 thence Westerly along the N. line of Lot 13 aforesaid produced to the point of beginning, all in Cook County, Illinois.

hereby releasing and waiving all right, 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 Grantors are justly indebted upon 2 principal promissory note bearing even date herewith, payable in Sixty (60) monthly installments at the rate of Seventy-four Dollars and Seventy five cents (\$74.75) until paid, with right of prepayment thereof, Total of note amount - \$3300.00 as Principal - \$1185. Interest. Total note \$4485.00.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon 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 rebuilt or repair 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 Trustee or Mortgagee and, 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.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances of 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 lien affecting said premises or pay all prior incumbrances, and the interest thereon from time to time; and all money so paid, the grantors agree to repay immediately without demand, and with interest thereon from the date of payment at seven per cent. per annum, shall be to 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 to time, 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 AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof— including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract of title, the whole title of said premises embracing foreclosure decree— shall be paid by the grantors, and the like expenses and disbursements, occasioned by a writ 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, 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 solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree, upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the said grantors, to any party claiming under said grantors, 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 or removal from said County of the grantee, or of his resignation, refusal or failure to act, the Chicago Title & Trust Company 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 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO no subjection

Witness the hands and seals of the grantors this 19th day of June 1973

Robert Giles (SEAL)  
Frank M. Spatz (SEAL)

22 416 110

*Shirley R. Olson*

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

JUL 27 AM 11 27

JUL-27-73 662105 • 22416110 - A - Rec

5.10

STATE OF Illinois  
COUNTY OF Cook

ss.

I, AGNES C. HARTGENBUSH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Giles

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

with his homestead. and notarial seal this 6 day of July, 1973



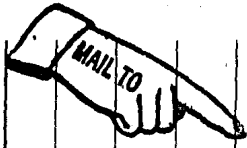
Agnes C. Hartgenbush  
Notary Public



22416110

SECOND MORTGAGE

Trust Deed



Robert Giles

TO

Frank M. Spatz

Mail to:

Lincoln Investment Corporation

5061 Lincoln Ave.,

Chicago, Illinois 60625

END OF RECORDED DOCUMENT