

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202
March, 1968

22 432 382

THIS INDENTURE, WITNESSETH, That the Grantors, Frank J. Gaura & Mary Ann Gaura (his wife)
of the Village of Oak Lawn, County of Cook and State of Illinois
for and in consideration of the sum of ElevenThousandOneHundredFifty-six Dollars & 20/100
Dollars in hand paid, CONVEY AND WARRANT to Ford City Bank
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-condi-
tioning, 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 Oak Lawn, County of Cook
and State of Illinois, to-wit:

Lot 19 in Block 6 in the 2nd Addition to Oakside, being a Subdivision
of part of Lots 6, 7 and 10 in School Trustees Subdivision of Section
16, Township 37 North, Range 13, East of the Third Principal Meridian

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

1st monthly payment of \$185.77 due August 5, 1973, followed by
fifty-eight consecutive monthly payments of \$185.77 due on the
5th day of each month, and a final payment of \$185.77 on
July 5, 1978.

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 the premises, to build 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 hereinafter named, 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 of this mortgage, and, second, to the Trustee herein
as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees 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 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 grantors shall 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 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, scribe's charges, cost of procuring or compiling the abstract showing the whole title
of said premises embracing foreclosure decree—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, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceed-
ings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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 that
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, or
to any party claiming under said grantors, appoint a receiver in 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 Cook County of the grantee, or of his resignation, refusal or failure to act, then
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 noun
and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO 1st Mortgage of Record

Witness the hands and seals of the grantors this 21st day of June 1973

Frank J. Gaura (SEAL)

Mary Ann Gaura (SEAL)

22 432 382

Office

UNOFFICIAL COPY

Edward R. Olson

1973 AUF 9 AM 9 25

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

AUG--9-73 668109 • 22432382 - A - Rec

5.10

STATE OF Illinois

COUNTY OF Cook

ss.

I, Kathleen Perino, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank J. & Mary Ann Laura

personally known to me to be the same person s whose names 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 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 June, 1973

(Impress Seal Here)

Kathleen Perino
Notary Public

Commission Expires _____

5.00 MAIL

22432382

SECOND MORTGAGE

Trust Deed

TO



END OF RECORDED DOCUMENT