

This Indenture, WITNESSETH, That the Grantor^S

GERALD W. ZIEGLER AND SHERWIN JAROL AND PHILLIP M. BLUME

of the Village of Skokie County of Cook and State of Illinois for and in consideration of the sum of Thirty-eight Hundred Ninety-eight & 20/100 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Skokie County of Cook and State of Illinois, to-wit:

Lot 9 in Block 2 in Highlands Evanston Lincolnwood 2nd Addition being a Subdivision of the North 7 1/2 chains of the West 1/2 of the West 1/2 of the North West 1/4 of Section 14, Township 41 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 GERALD W. ZIEGLER AND SHERWIN JAROL AND PHILLIP M. BLUME

justly indebted upon THE FIRST NATIONAL BANK OF CHICAGO, principal promissory note bearing even date herewith, payable NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Thirty-eight Hundred Ninety-eight & 20/100 Dollars (\$3898.20) payable in 59 successive monthly installments each of \$64.97 except the final installment which shall be equal to or less than the monthly installment due on the note commencing on the 5th day of October 1973 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This Grantor^S covenant and agree as follows: (1) To pay said indebtedness with 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 August 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 or fire or other cause, 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; (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 assignee, and, second, to the Trustee herein as their interest may appear, which policies shall be kept and remain with the said mortgages or first mortgage indebtedness, 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 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 pay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much as if the same had been paid by the grantor.

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 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 the whole 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, notary's charges, costs of procuring or preparing 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 that may be rendered in such foreclosure proceedings, which proceedings, 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 fee have been paid. The grantor, for said premises, 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 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 any event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to take the same, then AUGUST 1, 1973, of said County is hereby appointed to be first successor in this trust, or, if for any like cause said first successor fail or refuse to act, the person who shall then be the acting (retorer) of said County is hereby appointed to act, and necessary in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor^S this 21st day of AUGUST, A. D. 1973. (SEAL) Gerald W. Ziegler (SEAL) Sherwin Jarol (SEAL) Phillip M. Blume

Property

Cook County

22 444 588

State of Illinois
County of Cook } ss.

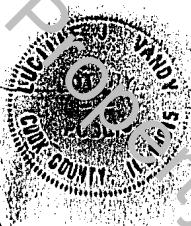
I, Lucille J. Vandy

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
GERALD W. ZIEGLER AND SHERWIN JAROL AND PHILLIP M. BLUME

personally known to me to be the same person whose name S ARE 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 8th
day of August 1973

Lucille J. Vandy
Notary Public.



882 444 55

Richard R. Olson RECORDER OF DEEDS
COOK COUNTY ILLINOIS
1073 AUG 20 AM 10 44
AUG-20-73 672802 22444588 A - Rec 5.00



22444588

Box No. 246
SECOND MORTGAGE
Trust Deed
GERALD W. ZIEGLER AND SHERWIN JAROL
AND PHILLIP M. BLUME
TO
JOSEPH DEZONNA, Trustee

882 444 288

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