

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

22 485 476

Geo. E. Cole & Co. Chicago
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor s William J. Brumbach and Diane Brumbach, his wife

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

for and in consideration of the sum of Thirty-one hundred sixty-six and 19/100 Dollars

in hand paid, CONVEYS AND WARRANTS to Edward J. Burns, 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 40 in Block 24 in Ravenswood Garden Subdivision of that part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 13, Township 40 North, Range 13, East of the

Third Principal Meridian, lying North East of Sanitary District right-of way (except

right of way of North Western Elevated Railroad, in Cook County, Illinois.

Heroby 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 William J. Brumbach and Diane Brumbach, his wife

Justly indebted upon One Principal promissory note bearing even date herewith, payable

LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO in the principal sum of

Thirty-one hundred sixty-six and 19/100 (\$3,166.9) payable in 47 installments of

\$65.97 each and the final of \$65.00 of a 48 month installment note including

interest at the rate provided for in said note, commencing on the 6th day of October

and continuing on the same day of each month thereafter until fully paid.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness at 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, that may have been destroyed or damaged; (3) that within sixty days after destruction or damage to any building or improvements on said premises, the grantor shall cause the same to be repaired or replaced; (4) that taxes to said premises shall not be committed or unpaid; (5) to keep all buildings and improvements on said premises in good repair, which repairs shall be left and remain with the said mortgagor 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.

By the failure of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase or 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 reimburse the holder of said indebtedness immediately without demand, and shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time, at the rate of 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 incumbrances had been incurred by the grantor.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure proceedings, including reasonable solicitor's fees, outlays for documentary evidence, escrow agent's charges, costs of procuring or conducting the foreclosure proceedings, including the reasonable expenses of the trustee, and the like expenses and disbursements, shall 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 entered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed, nor a release hereof, until all such expenses and disbursements and the cost of sale, including solicitor's fees have been paid. The grantor, for said grantor, and for the holder of said indebtedness, do hereby agree that upon the filing of any bill to foreclose this Trust Deed, the costs in which such bill is filed, may at once and without notice to the said grantor, be paid by the holder of said indebtedness, and the holder of said indebtedness shall appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits thereon.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal to fulfill his obligations hereunder, any time when said first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to act as successor in this trust. And when all the covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand s and seal s of the grantor s this 14th day of September, 1973

William J. Brumbach (SEAL)
William J. Brumbach

Diane Brumbach (SEAL)
Diane Brumbach

22 485 476

Stephen E. Iglehart

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1973 SEP 20 PM 1 46

State of Illinois
County of Cook } ss.

SEP-20-73 6 8 7 6 8 9 • 22485476 • A --- Rec 5.00

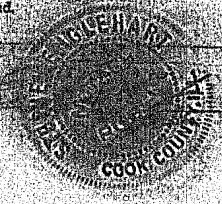
I, Stephen E. Iglehart

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
William J. Brumbach and Diane Brumbach, his wife

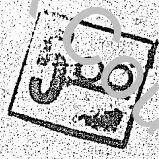
personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 14th
day of September A. D. 19 73

Stephen E. Iglehart



Property of Cook County Clerk's Office



22485475

Doc. No. 506

SECOND MORTGAGE

Trust Deed

William J. Brumbach and Diane Brumbach, his wife
4741 W. Rockwell Street
Chicago, Illinois 60685

TO

Edward J. Burns, Trustee
5700 North Lincoln Avenue
Chicago, Illinois 60659

COOK COUNTY

1-2651-20-152-1