

This Indenture, WITNESSETH, That the Grantor is ROSS KING and ANN KING, his wife

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Sixty-seven Hundred Sixty-two & 11/100 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 executors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, as follows: 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 37 (except the South 20 feet thereof) and Lot 38 in Block 8 in Cottage Grove Heights, being a Subdivision of parts of the North half of Sections 10, 11, 12 and 13, Township 37 North, Range 14 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 Grantors, ROSS KING and ANN KING, his wife

justly indebted upon their own principal promissory note bearing even date herewith, payable LIBERTY BUILDERS, INC., for the sum of Sixty-seven Hundred Sixty-two & 11/100 Dollars (\$6762.11) payable in 83 successive monthly instalments each of \$80.51 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 10th day of Nov. 1973, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS, covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein set forth, in accordance with the terms of said note provided as set forth in said note; (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 rebuild or reequip all buildings, improvements on said premises that may have been destroyed or damaged; (4) That waste in said premises shall not be committed or suffered; (5) To keep all buildings, law or as 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 grantors, and 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; (7) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the trustee or the holder of said indebtedness, may receive such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien on title affect, or 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 the same with interest thereon from the date of payment at seven per cent. per annum, shall be so such additional indebtedness secured hereby; (8) In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and interest, shall, at the option of the lender hereof, 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 become due 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 foregoing hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract showing the title of said premises, embracing foreclosure decrees—shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding, wherein the grantor 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 foreclosing 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 grantor, for said grantor, 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 of 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 reason 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, or receiving his reasonable charges.

Witness the hand and seal of the grantor this 15th day of Sept. A. D. 19 73. [Signatures of Ross King and Ann King] (SEAL) (SEAL) (SEAL) (SEAL)

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State of Illinois
County of Cook ss.

I, CHARLOTTE LEVIN
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

ROSS KING and ANN KING, HIS WIFE
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 they 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 15th
day of Sept. A. D. 1973

Charlotte Levin



RECORDED
OCT-10-73 6 9 7 145 • 22507072 • A — Rec 5.00
RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

500

Box No. 246

SECOND MORTGAGE
Trust Deed

ROSS KING and
ANN KING, his wife
TO
JOSEPH DEZONNA, Trustee

END OF RECORDED DOCUMENT