

22 580 164

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

This Indenture, WITNESSETH, That the Grantor is GEORGE BUSH, and GRACE BUSH, his wife

of the City of Chicago County of Cook and State of Illinois in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

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

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, 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 5 (except the North 8 1/3 feet) and Lot 7 (except the South 8 1/3 feet) in Block 4, in Hubbert's Addition to South Englewood in the South West Quarter of Section 37, Township 36 North, Range 14, 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 GEORGE BUSH, and GRACE BUSH, his wife

justly indebted upon their one original promissory note bearing even date herewith, payable LIBERTY BUILDERS, INC., for the sum of Fifty-eight hundred forty-one and 37/100 Dollars (\$5841.37) payable in 83 successive monthly installments each of \$69.55 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 10th day of February, 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as provided in said note 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 rebuild 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 bills in a row, or at any time on said premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance to the holder of the first mortgage indebtedness, with insurances attached by date first, to the first Trustee or Mortgagee, and second, to the Trust herein as their interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all such incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

If at any time of failure to so insure, or pay taxes or assessments, or the interest thereon when due, if a note 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 grantor... agrees... to repay immediately without delay, 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.

It is Agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of... including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract allowing the 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 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 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 said proceedings, 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 or 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... 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 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.

Witness the hand and seal... of the grantor this 12th day of December A. D. 19 73

George Bush (SEAL)

Grace Bush (SEAL)

(SEAL)

(SEAL)

22 580 164

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
GEORGE BUSH and GRACE BUSH, 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 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 12th
day of December A. D. 1973

Charlotte Levin



John H. ...
1973 DEC 27 AM 10 38

RECORDED OF DEEDS
COOK COUNTY ILLINOIS

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22580164

Box No. 216
SECOND MORTGAGE
Trust Deed

GEORGE BUSH and
GRACE BUSH, his wife

TO

JOSEPH DEZOMIA, Trustee

ROBTUMST NATIONAL BANK
OF CHICAGO
CREDIT DEPT.
3973 N. LAUREL AVE.
CHICAGO, ILLINOIS 60641

1973 DEC 27