

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

22 580 172

This Indenture, WITNESSETH, That the Grantor^s

LARRY G. TUCKER and
LOIS TUCKER, 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 and 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

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:

Loc 13 in Block 7 in Green and Bremen's Fairview Park Subdivision of certain Block and part of Blocks in Isaac Crosby and Others Subdivision of that part of the South 1/2 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian lying West of right of way of the Chicago Rock Island and Pacific Railroad Company 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 LARRY G. TUCKER and LOIS TUCKER, his wife their one

justly indebted upon principal promissory note bearing even date herewith, payable CHURCHILL BUILDERS, INC., For the sum of Sixty-seven hundred sixty-two and 11/100 Dollars (\$6762.11) payable in 33 successive monthly installments each of \$80.51 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, with principal and interest thereon, according to any agreement extending time of payment; (2) to pay prior to the first day of June of 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 or restoration of 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 premises as 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 Mortgagee, and, second, to the Trustee herein as the interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all other 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 price incumbrances or the interest thereon when due, the trustee 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 affected by said premises or pay all other incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without cost 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 of said indebtedness, including principal and all interest due and unpaid, at 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 become due and payable.

This GRANTOR by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said premises, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstracts showing the whole 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 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 thereof 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 rights 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 Cook County of the grantor, 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. 1973

Larry G. Tucker (SEAL)
Lois Tucker (SEAL)

(SEAL)
(SEAL)

22 580 172

State of Illinois }
County of Cook } ss.

I, MARIONETTE LEVIN
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
LARRY G. TUCKER and
LOIS TUCKER, his wife

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

under my hand and Notarial Seal, this 12th
day of December A. D. 19 73

Marionette Levin



Ray Robert
1973 DEC 27 AM 10 40
RECORDER OF DEEDS
COOK COUNTY ILLINOIS
DEC-27-73 131001 • 22580172 • A Rec 5.00

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22580172

Doc. No. 246
SECOND MORTGAGE
Trust Deed
LARRY G. TUCKER and
LOIS TUCKER, his wife
TO
JOSEPH DEZONNA, Trustee
FEDERAL BANK
CREDIT DEPT.
957 S. MICHIGAN AVE.
CHICAGO, ILLINOIS 60641