

This Indenture, WITNESSETH, That the Grantor is

ROBERT CAROLE and LAURA L. STELMACHOWSKI CAROLE, his wife

of the City of Des Plaines, County of Cook and State of Illinois
for and in consideration of the sum of Twenty-one hundred seventy-nine & 49/100 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 City of Des Plaines, County of Cook and State of Illinois, to-wit:
Lot 24 and 25 in Block 3 in Ira Brown's Subdivision of the West 1/2 of the North East 1/4 of the North East 1/4 of Section 29, Township 41 North, Range 12, 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 is ROBERT CAROLE and LAURA L. STELMACHOWSKI CAROLE, his wife
justly indebted upon their one principal promissory note—bearing even date herewith, payable S. ROMANO CONSTRUCTION CO., for the sum of Twenty-one hundred seventy-nine & 49/100 Dollars (\$2179.49) payable in 59 successive monthly installments each of \$36.33 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 1st day of March 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 on 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 on said premises shall not be committed or suffered; (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 Mortgagee, and second, to the Trustee hereinafter named; (6) to pay all taxes, assessments, 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 discharge or purchase any tax lien or title affecting said premises or pay all prior indebtedness, and the interest thereon from time to time; and all money so paid, the grantor... agrees... to repay immediately without demand, and at the same time with interest thereon from the date of payment at seven per cent per annum, shall be as much additional indebtedness secured hereby.
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 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 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, stenographer's charges, cost of procuring or completing abstracts 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 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... wife... 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 and share 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 set, 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 set, 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 receipt of his reasonable charges.

Witness the hand... and seal... of the grantor this 26 day of Jan A. D. 19 74

Robert Carole (SEAL)
Laura L. Stelmachowski Carole (SEAL)

22 627 981

# UNOFFICIAL COPY

State of Illinois } ss.  
County of Cook



I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
ROBERT CAROLE and LAURA L. STELMACHOWSKI CAROLE, his wife

personally known to me to be the same person whose name is 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 \_\_\_\_\_ day of Feb, A. D. 1974

*[Signature]*  
\_\_\_\_\_  
Notary Public.

Property of Cook County Clerk's Office

1974 FEB -7 AM 10:43  
FEB-7-74 754452 • 22622981 • A — Rec 5.00

5<sup>00</sup>

Box No. 246  
SECOND MORTGAGE  
**Trust Deed**  
ROBERT CAROLE and  
LAURA L. STELMACHOWSKI CAROLE,  
TO HIS WIFE  
JOSEPH DEZONNA, Trustee  
THIS INSTRUMENT WAS PREPARED BY  
R. LANNERS  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

777-7700  
777-7700  
777-7700

22622981

END OF RECORDED DOCUMENT