

This Indenture, WITNESSETH, That the Grantor OSCAR L. NOBLE and MARGARET NOBLE, his wife

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

for and in consideration of the sum of Fifty-one hundred twenty-8 03/100 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 Chicago County of Cook and State of Illinois, to-wit: Lot 37 in William Hale Thompson's Resubdivision of Block 6 in James Couch Subdivision of the North 1/2 of the South 1/2 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, 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, OSCAR L. NOBLE and MARGARET NOBLE, his wife

justly indebted upon their own principal promissory note bearing even date herewith, payable CHURCHILL BUILDERS, INC., for the sum of Fifty-one hundred twenty-8 03/100 Dollars (\$5120.03) payable in 71 successive monthly installments each of \$71.12 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 25th 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 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, and on demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to rebuild or repair, to all be altered 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 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, secondly, to the Trustee herein as their 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 prior incumbrances and the interest thereon, at the time or times when the same shall become due and payable.

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 a 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 were then matured by express terms.

IN WITNESS whereof, the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with a 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 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 costs of suits 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 decrees of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such costs 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the courts 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 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 31st day of JANUARY A. D. 1974

Oscar L. Noble (SEAL) Margaret Noble (SEAL)

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UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

Richard R. Olson
1974 FEB 20 AM 10 56

State of Illinois } ss. FEB-20-74 759450 • 22633044 • A — Rec 5.00
County of Cook

I, CHARLOTTE LEVIN
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
OSCAR L. NOBLE and MARGARET NOBLE, 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 31st
day of JANUARY A. D. 19 74



Property of Cook County Clerk's Office

500

APR 23 75

22633044

Box No. 246

SECOND MORTGAGE
Trust Deed

OSCAR L. NOBLE and
MARGARET NOBLE, his wife
TO
JOSEPH DEZANNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

R. N. LANNERS Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

APR 23 75

END OF RECORDED DOCUMENT