

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

22 672 971

RED & COLE & CO CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor, IRA ROSENBERG and DONNA G. ROSENBERG, his wife,

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

for and in consideration of the sum of Ten and no/100 Dollars in hand paid, CONVEY AND WARRANT to A. JEROME MOOS

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 29 in Block 3 in Archibald's Kenilworth Avenue Addition to Rogers Park in the West half of the North East quarter of the North West fractional quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PREPARED BY
NAME [Signature]
ADDRESS [Signature]

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, IRA ROSENBERG and DONNA G. ROSENBERG are jointly indebted upon their principal promissory note bearing even date herewith, payable to the order of Esko & Young, Inc. in the principal sum of \$24,959.79 payable in 11 monthly installments of \$2,079.98 each commencing on May 1, 1974 and a final installment of \$2,380.01 on April 1, 1975, bearing interest at the rate of 8% per annum payable monthly at the same time as principal installments on the entire principal sum remaining from time to time unpaid; payments to be applied first to interest due and the balance to principal; if any installment is not paid when due entire unpaid balance to bear interest at the rate of 10% per annum compounded semi-annually; in the event of default the principal and accrued interest at the election of the holder without notice shall become at once due and payable.

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and 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 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 loss of or removal of improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed; (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 any acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the holder of the first mortgage, and second, to the holder herein as their interests may appear, which policies shall be left and remain with the said mortgagee or the holder of the indebtedness is fully paid; (6) to carry all prior insurances, and the interest thereon, at the time or times when the same shall become due, or to discharge or purchase any tax lien or title affecting the premises or pay all prior incumbrances and the interest thereon from time to time; and the grantor agrees to repay immediately upon demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured by said interest. 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 first 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 and, or by suit at law, or both, the same as if all of said indebtedness had, as 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 proceedings, including reasonable solicitor's fees, outline for documents, copy fees, stenographer's charges, cost of procuring or completing abstract showing, title of said premises embracing foreclosure decree, and the like expenses and disbursements, occasioned by any of the above, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any of the above, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon the premises, and shall be entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the cost of said proceedings have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive, shall not be a defense, and income from said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this deed shall be in full possession of charge of said premises with power to collect the rents, issues and profits of the said premises.

In the absence of the donor, the absence from said Cook County of the grantor, or of his refusal or failure to act, then the Recorder of Deeds of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor 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. In the event of a breach of any of the covenants and agreements herein, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving reasonable charges.

Witness the hand and seal of the grantor, this 1st day of April, A. D. 19 74

Identified files
A. Jerome Moos
Trustee

IRA ROSENBERG (SEAL)
DONNA G. ROSENBERG (SEAL)

22 672 971

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A. Jerome Moos

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

State of ILLINOIS }
County of COOK }

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I, A. JEROME MOOS

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Ira Rosanberg and Donna G. Rosanberg, 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.



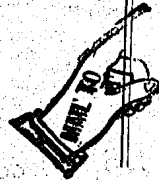
Given under my hand and Notarial Seal, this 1st
day of April, 1974

A. Jerome Moos
Notary Public.



Box No.
SECOND MORTGAGE
Trust Deed

TO



A. JEROME MOOS
188 W. RANDOLPH
CHICAGO 1, ILL.

GEORGE COTE & COMPANY
22672971

END OF RECORDED DOCUMENT