

22 698 667

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

This Indenture, WITNESSETH, That the Grantor is
 MICHAEL P. BURKE and DEBRA J. BURKE, his wife
 of the City of Chicago, County of Cook, and State of Illinois
 for and in consideration of the sum of Fifty-five hundred ninety-nine & 80/100 Dollars
 hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
 of the City of Chicago, County of Cook, and State of Illinois
 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 ap-
 paratus 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 11 in Block Grand, Unit #3, being a Subdivision of part of the South West
 1/4 of Section 3, Township 35 North, Range 13, East of the Third Principal
 Meridian, Cook County, Illinois

Hereby releasing and waiving all right 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, MICHAEL P. BURKE and DEBRA J. BURKE, his wife
 justly indebted upon their own principal promissory note bearing even date herewith, payable
 LIBERTY BUILDING, INC., for the sum of Fifty-five hundred ninety-nine & 80/100
 Dollars, (\$5599.80), payable in 59 successive monthly installments, each of \$93.33
 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 June, 1974, and on
 the same date of each month thereafter, until paid, with interest after maturity
 at the highest lawful rate.

THIS GRANTOR, by covenant, and agrees, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, on
 or before the date of each installment 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 reimburse the trustee for any such taxes and assessments; (3) that waste to said premises shall not be committed or allowed; (4) to keep all buildings now or at any time on
 said premises insured in compliance with the policy herein, who is hereby authorized to cause such insurance to be obtained in compliance with the policy
 of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee of Mortgage, and second to the Trustee herein as their interests
 may appear, which policy shall be let and remain with the said Mortgage or Trustee until the indebtedness is fully paid; (5) to pay all prior indebtedness,
 but the interest thereon, at the time or times when the same shall become due and payable.
 In the event of failure to so insure or pay taxes or assessments, or the prior indebtedness 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 lien or the attaching said premises or pay
 all prior indebtedness and the interest thereon from time to time and all money so paid, the grantor, hereunder, shall be bound to reimburse the trustee or holder
 of the note with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness as accrued hereby
 until the date 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 term.
 In addition by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
 under, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or compiling abstract, following the whole
 title of said premises, abstracting foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or pro-
 ceedings, whether the trustee 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, which shall be taxed, as costs and included in any decree that may be rendered in such foreclosure
 proceedings, and the costs of suit, including solicitor's fees, 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 suit, including solicitor's fees, have been paid. The grantor, for said grantor, and for the heirs, executors, administrators,
 assigns and assigns of said grantor, and the heirs, executors, administrators, assigns and assigns of said grantor, do hereby agree, that
 upon the filing of any bill to foreclose this Trust Deed, the court in which said bill is filed, may at once and without notice to the said grantor, do by 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 this event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to
 AUGUST C. 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 existing executor of the will of said County is hereby appointed to be second
 successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said party
 the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 11th day of APRIL A. D. 1974

Michael P. Burke (SEAL)
 Debra J. Burke (SEAL)
 (SEAL)
 (SEAL)

22 698 667

UNOFFICIAL COPY

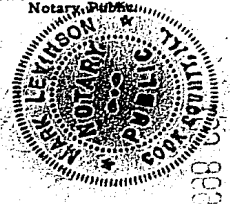
State of Illinois }
County of Cook } ss.

I, Mark Lavinson
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
MICHAEL P. BURKE and DEBRA J. BURKE, his wife

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the^y 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 11th
day of April A. D. 19 74

Mark Lavinson



Property of Cook County Clerk's Office

1974 APR 29 AM 10 45
APR-29-74 7 93 7 5 0 22698661 - A - Rec 5.00
RECORDED BY DEBRA J. BURKE
COOK COUNTY CLERK'S OFFICE

5.00

Box No. 246
SECOND MORTGAGE
Trust Deed

MICHAEL P. BURKE and
DEBRA J. BURKE, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

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

22698661

1974 APR 29

