

This Indenture, WITNESSETH, That the Grantor is EDWARD F. THOMAS and JUAN E. THOMAS, his wife

of the Village of Elk Grove County of Cook and State of Illinois for and in consideration of the sum of Thirty-three hundred eighty-nine & 38/100 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 Village of Elk Grove County of Cook and State of Illinois, to-wit: Lot one hundred fifty-eight (158) in Elk Grove Village, Section One North, being a Subdivision in the South East Quarter of Section 21, Township 41 North, Range 11, East of the Third Principal Meridian, 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.

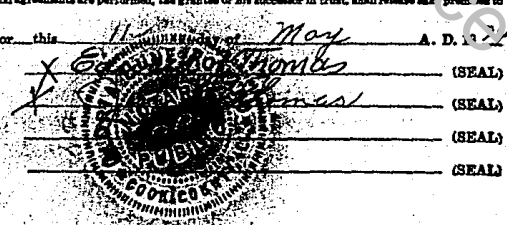
WHEREAS, The Grantor EDWARD F. THOMAS and JUAN E. THOMAS, his wife justly indebted upon \$33,389.38 principal promissory note—bearing even date herewith, payable to ROMANO CONSTRUCTION CO., for the sum of Thirty-three hundred eighty-nine & 38/100 Dollars (\$3389.38) payable in 59 successive monthly installments each of \$56.49 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 10 day of July 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 10 day of June 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 said premises, to 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; (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 herein as their interests may appear, which policies shall be kept 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 failure so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee 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 affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much a debt of the grantor as if expressly 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 accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and will accrue thereon from time of such breach, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if the said indebtedness had 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 the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or causing to be prepared abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantor, and the liens 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 hereof, 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, 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 court in which such bill is filed, may at once and without notice to the grantor, or to any party claiming under said grantor, appoint a receiver to take possession and 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, 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 first 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 10th day of July 1974 A. D. 1974. EDWARD F. THOMAS (SEAL) JUAN E. THOMAS (SEAL)



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UNOFFICIAL COPY

State of Illinois)
County of Cook) ss.

I, Genia Jean Roman
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
EDWARD F. THOMAS and JOAN E. THOMAS, his wife

personally known to me to be the same person whose names 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 11
day of May A. D. 1974

Genia Jean Roman
Notary Public.

Property of Cook County Clerk's Office

1974 MAY 29 AM 9 40

RECORDER OF DEEDS
COOK COUNTY ILL.

MAY-29-74 808557 22731644 - A - Rec 5.0

5.00

First Bank of Chicago
3985 North M...
Chicago, Illinois 60641

Box No. 246

SECOND MORTGAGE

Trust Deed

EDWARD F. THOMAS and
JOAN E. THOMAS, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

L. J. LaMotte

448 137 33

22731644

RECORDED DOCUMENT