

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

22 799 716

FORM No. 2202  
JANUARY, 1968

This instrument was prepared by  
J. M. GARDBERG  
7601 S. Cicero, Chicago, Illinois  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Howard C. Fishman and Carole Fishman  
(hereinafter called the Grantor), of the City of Chicago County of Cook  
and State of Illinois, for and in consideration of the sum of  
Ten Thousand Dollars and no cents Dollars  
in hand paid, CONVEY AND WARRANT to Ford City Bank  
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, air-conditioning, 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:

The East 12 Feet of Lot 13 and the West 28 Feet of Lot 14 in  
Quivers Addition to Chicago in the Northeast quarter of the  
Northwest quarter of Section 28, Township 40 North, Range 14,  
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.

WITNESSETH, The Grantor Howard C. Fishman and Carole Fishman  
hereby indebted upon \$ Principal promissory note bearing even date herewith, payable

1st monthly payment of \$225.00 due on the 25th day of August, 1974,  
followed by fifty-eight consecutive payments of \$225.00 due on the  
25th day of each month following, and a final payment of \$225.00  
due on the 25th day of July, 1979

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first date of due 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 restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the 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 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 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 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 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees—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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the 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 complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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 or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Ford City Bank 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 15th day of July, 1974  
Howard C. Fishman (RPAL.)  
Carole A. Fishman (RPAL.)

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STATE OF Illinois }  
COUNTY OF Cook } SS.

I, Kathleen Perrin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hannah Carol Fishman

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 they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the risk of loss.

Notarial seal this 15<sup>th</sup> day of July, 19 74



Kathleen Perrin  
Notary Public

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BOX No.

## SECOND MORTGAGE Trust Deed

on: Fishman, Howard & Carole  
456 W. Barry  
Chicago, Illinois  
TO  
Ford City Bank  
7601 South Cicero  
Chicago, Illinois

MAIL TO: Ford City Bank  
7601 South Cicero  
Chicago, Ill.

GEORGE E. COLE  
LEGAL FORMS

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END OF RECORDED DOCUMENT