

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FOR ILLINOIS 202 NW

445-8984

22-817 398

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This Indenture, WITNESSETH, That the Grantor

RICHARD S. GREEN AND BOBBIE GREEN, HIS WIFE

of the City of Chicago County of Cook and State of Illinois
 for and in consideration of the sum of FIVE THOUSAND ONE HUNDRED SEVENTY AND 20/100----- Dollars
 in hand paid, CONVEY AND WARRANT to CHICAGO CITY BANK AND TRUST COMPANY
 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 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 4 Resubdivision of Lots 1 to 37 in Subdivision Block 2 Subdivision of Blocks
 1 and 11 in Vincennes Road Addition in Section 19, Township 37 North, Range 14,
 East of the Third Principal Meridian, in Cook County, Illinois, Commonly known as
 11524 S Church Street, Chicago, 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 RICHARD S. GREEN AND BOBBIE GREEN, HIS WIFE
 justly indebted upon \$5,170.20 principal promissory note bearing even date herewith, payable
 60 installments at \$86.17 a month starting on October 1, 1974 and due on the
 1st of each month thereafter with a final payment on September 1, 1979.

THE GRANTOR S. 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 restore all buildings 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 grantor 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 or Mortgagee, as their interests
 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor, 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, or the holder of said indebtedness, shall be deemed to have
 advanced to the grantor, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and accrued interest
 shall, at the option of the legal holder thereof, with notice become immediately due and payable, and with interest thereon from time of such law as 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 and
 been due.

IT IS ACKNOWLEDGED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
 of, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract showing the whole
 title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or pro-
 ceedings wherein the grantor 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 given, until all such expenses
 and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, or said grantor, and for the heirs, executors, administrators
 and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantor, or to any party
 claiming under said grantor, appoint a receiver to take possession of 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 County of the grantor, or of his refusal or failure to act, then
 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 be the acting executor or trustee 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 premises to
 the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this _____ day of _____ A. D. 19 _____

Richard S. Green (SEAL)
Bobbie G. Green (SEAL)

THIS INSTRUMENT WAS PREPARED BY
 CHICAGO CITY BANK & TRUST CO.
 815 W. 63rd STREET CHICAGO, ILL. 60621

BY *Thompson*

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State of ILLINOIS } ss. AUG-15-74 849439 • 22817398 • A --- Rec 5.00
County of COOK

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Richard J. Shea + Babbe A. Shea
_____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as _____ 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 July A. D. 1974 My Commission Expires Jan. 11, 1976.
Mary Catherine Dreyer
Notary Public.



Property of Cook County Clerk's Office

5.00

22817398

Box No. _____
SECOND MORTGAGE
Trust Deed

TO

2075

END OF RECORDED DOCUMENT