

22 950 118

This Indenture, WITNESSETH, That the Grantors

AUGUSTA LOVE and FLORIDA LOVE, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty nine hundred thirty seven and 00/100 Dollars

in hand paid, CONVEYED AND WARRANTED 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 34 in Tunney's Resubdivision of vacated Block 17 (except the South 229.5 feet of the West 125 feet and except the East 66 feet of the West 191 feet of the South 143 1/2 feet thereof also except part taken for widening 95th street) and vacated Block 18 (except part taken for widening 95th street) in Henry Welp's Halsted street Addition to Washington Heights, being a Subdivision of Lot 4 in Funk, Tien, and Welp's Subdivision of the part of Southeast Quarter of Chicago Rock Island and Pacific Railroad of Section 3, Township 37 North, Range 14, East of the Third Principal Meridian together with Lot 1 of the Subdivision of the North East Quarter of Section 8, Township 37 North, Range 14, lying East of the Chicago and Rock Island and Pacific Railroad, 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.

WHEREAS, The Grantors AUGUSTA LOVE and FLORIDA LOVE, his wife justly indebted upon their one principal promissory note bearing date herewith, payable TOWN AND COUNTRY HOME PRODUCTS, INC., for the sum of Twenty nine hundred thirty seven and 00/100 Dollars (\$2,937.00) payable in 59 successive monthly instalments each of \$48.95 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 1st day of February 1975, 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 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 or rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that wants 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 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 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 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 with 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 unpaid interest, shall, at the option of the legal holder thereof, 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract covering the whole of said premises embracing foreclosure decree, shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceedings 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, 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, 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, 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 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 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 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 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 18th day of December A. D. 19 74

Augusta Love (SEAL)
Florida Love (SEAL)
(SEAL)
(SEAL)

22 950 118
Office

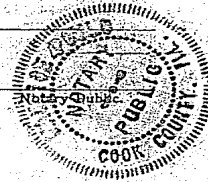
State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____
AUGUSTA LOVE and FLORIDA LOVE, 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 18th
day of December A. D. 19 74

M. J. [Signature]



Property of Cook County Clerk's Office

1974 DEC 30 AM 10 40

DEC-30-74 9 23 5 1 2 0 22950118 - A -- Rec 5.00



Box No. 246

SECOND MORTGAGE

Trust Deed

AUGUSTA LOVE and

FLORIDA LOVE, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

L. S. Maltz

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

22950118

END OF RECORDED DOCUMENT