

22 181 207

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

This Indenture, WITNESSETH, That the Grantor, THEODORE R. GAFENEY and LOUISE GAFENEY, his wife and JOHN GAFENEY and FLORENCE GAFENEY, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Forty-eight Hundred Eighty-one & 17/100 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lots 73 and 74 in Block 1 in Washington Heights, a Subdivision of the South 100 acres of the South West 1/4 of Section 8 and the East 1/4 of the South East 1/4 of Section 7, Township 37 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.

WHEREAS, The Grantor, THEODORE R. GAFENEY and LOUISE GAFENEY, his wife and JOHN GAFENEY and FLORENCE GAFENEY, his wife principal promissory note, bearing even date herewith, payable CHURCHILL BUILDERS, INC., for the sum of Forty-eight Hundred Eighty-one & 17/100 Dollars (\$4881.17) payable in 83 successive monthly instalments each of \$58.12 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 March, 1973, and on the same date of each month thereafter until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS 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 or assessments against said premises, and of demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or loss of any improvements on said premises that they 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 grantee herein, who is hereby authorized to place such insurance with 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 Mortgagees or Trustees 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 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 file all liens against 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 with interest, 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 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 been matured by express term.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with a foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stampable's charges, cost of procuring or completing abstract showing the whole title of said premises, enforcing foreclosure decree, 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 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, 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 to 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 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 2nd day of January A. D. 1973

Handwritten signatures of Florence Gafenev, John Gafenev, Theodore R. Gafenev, and Louise Gafenev, each followed by (SEAL).

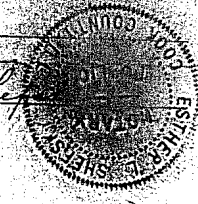
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State of Illinois  
County of Cook } ss.

I, ESTHER L. SHEFSKY  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
THEODORE R. GAFENEY and LOUISE GAFENEY, his wife and  
JOHN GAFENEY and FLORENCE GAFENEY, 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 by 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 2nd  
day of January A. D. 19 73

*Esther L. Shefsky*



Property of Cook County Clerk's Office

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1973 JAN 19 9 11 AM  
JAN-9-73 559635 22181207 A - hec 5.00

5.00

Box No. 246  
**SECOND MORTGAGE**  
**Trust Deed**  
THEODORE R. GAFENEY and  
LOUISE GAFENEY, his wife and  
JOHN GAFENEY and  
FLORENCE GAFENEY, his wife  
TO  
JOSEPH HEZONNA, Trustee

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END OF RECORDED DOCUMENT