

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

Geo E Cole & Co Chicago  
LEGAL BLANKS

22 197. 839

This Indenture, WITNESSETH, That the Grantor Everett Archie Manning and Mary Manning, his wife

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

for and in consideration of the sum of Four Hundred and no/100 Dollars in hand paid, CONVEY AND WARRANT to Walter Klein

of the Village of Oak Lawn 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 442 and 444 in Frank DeLugach's Kedzie Beverly Hills Subdivision, being a Subdivision of that part of the West half of the Northwest quarter of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, lying West of the West right of way 150 of Grand Trunk Railway in Cook County, Illinois

Hereby releasing and waiving all rights under and in 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 Everett Archie Manning and Mary Manning, his wife justly indebted upon Principal promissory note bearing even date herewith, payable Four Hundred and no/100 Dollars or more before July 6, 1973 plus interest at the rate of 6% per annum

THE GRANTOR Everett Archie Manning and Mary Manning, his wife covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein set in said notes provided, or according to any agreement extending time of payment; (2) To pay prior to the first day of the next year, all taxes and assessments levied on said premises, and on demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to said premises, to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That rents on said premises shall not be levied or suffered; (5) To keep and maintain in force and effect, at any time on said premises, fire insurance 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 holder of the first mortgage, and, second, to the grantor herein as their interests may appear, which policies shall be kept and remain with the said Mortgagee or assignee thereof until the indebtedness is fully paid; (6) To pay, a) prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable, and b) taxes and assessments, or the interest thereon when due, on the part of or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or both, as the case may be, and the grantor herein, shall be bound to reimburse or the holder of said indebtedness and the interest thereon from time to time; and c) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and d) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and e) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and f) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and g) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and h) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and i) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and j) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and k) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and l) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and m) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and n) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and o) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and p) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and q) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and r) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and s) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and t) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and u) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and v) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and w) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and x) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and y) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and z) any charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time.

IT IS AGREED by the grantor Everett Archie Manning and Mary Manning, his wife that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof, including reasonable solicitor's fees, outlays for documents, the services of a stenographer, cost of procuring or completing abstract showing the whole title of said premises, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any prior mortgage indebtedness, as such, may be a party, shall also be paid by the grantor herein. All such expenses and disbursements shall be an additional lien upon said premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decreed or otherwise, shall not be dismissed, nor a release be given, until all such expenses and disbursements, and the costs of suit, including the costs of this deed, have been paid. The grantor herein, for said grantor, and for the heirs, executors, administrators, assigns and assigns of said grantor, waives all rights of redemption of, and income from, said premises pending such foreclosure proceedings, and agrees to waive the filing of any bill to foreclose this mortgage, and to consent to the filing of such bill in any 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 of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal, absence from said Cook County of the grantee, or of his refusal or failure to act, then Walter Klein of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor 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 the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hands and seal of the grantor this 6th day of January A. D. 19 73

Everett Archie Manning (SEAL)  
Everett Archie Manning (SEAL)  
Mary Manning (SEAL)  
\_\_\_\_\_ (SEAL)

304456-A

COOK COUNTY MORTGAGE OFFICE

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22 197 839

State of Illinois }  
County of Cook } ss.

I, Harry Klein

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Everett Archie Manning and Mary Manning, his wife

personally known to me to be the same persons whose names is 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 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 6th  
day of January A. D. 19 73

*Harry Klein*  
Commission Expires  
Nov. 12, 1974

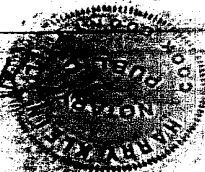


PHOTO COPY OF COOK COUNTY RECORDS

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JAN 24 73 1316 PM  
22197839

BOX 533

Box No.             
**SECOND MORTGAGE**  
**Trust Deed**  
TO             
Mail to:  
Klein Realty  
9016 S. Cicero Ave.  
Oak Lawn, Illinois 60453  
GEORGE E. COLE & COMPANY  
Office

END OF RECORDED DOCUMENT