

22 277 606

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

This Indenture, WITNESSETH, That the Grantor's

MANUEL R. GAA and MARY S. GAA, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty Hundred Forty & 41/100 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 set forth 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 29 and the South 1/2 of Lot 30 in Block 2 in A. H. HILL And Company's
Northwestern Elevated Road Addition a Subdivision by Alonzo H. Hill of
the North 1/2 of the South West 1/4 of the North East 1/4 of Section 14,
Township 40 North, Range 13, 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's MANUEL R. GAA and MARY S. GAA, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable
GERDML BUILDERS, INC., for the sum of Forty Hundred Forty & 41/100
Dollars (\$4040.41) payable in 59 successive monthly instalments each
of \$67.35 except the final instalment which shall be equal to or less
than the monthly instalments due on the note commencing on the 25th
day of 1973, and on the same date of each month hereinafter, until paid,
with interest after maturity at the highest lawful rate.

THE GRANTOR'S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 on said premises,
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improve same on said premises
that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now 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 a holder
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein; 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 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 may
pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without delay, 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.

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, cost 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 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 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 premises, and for the heirs, executors, administrators
and assigns, of said 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 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 grantor, or of his refusal or failure to act, then
August C. 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 31st day of March A. D. 1973

Manuel R. Gaa (SEAL)
Mary S. Gaa (SEAL)

22 277 606

UNOFFICIAL COPY

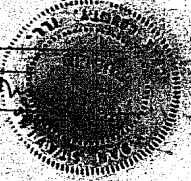
State of Illinois } ss.
County of Cook

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
MANUEL R. GAA and MARY S. GAA, his wife

personally known to me to be the same person whose name S. GAA subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument at 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 31st
day of March A. D. 19 73

Manuel R. Gaa



Property of Cook County Clerk's Office

SS 511 POP

Henry H. Olson
RECORDER OF DEEDS
COOK COUNTY ILLINOIS
1973 APR 6 AM 10 55
APR-6-73 604868 • 227,606 • A — Rec 5.00

Box No. 246
SECOND MORTGAGE
Trust Deed
MANUEL R. GAA and
MARY S. GAA, his wife
TO
JOSEPH DEZONNA, Trustee

5.00

NORTHWEST NATIONAL BANK
OF CHICAGO
CONSUMER CREDIT DEPT.
3973 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60641

90974330

SS 511 POP

OF RECORDED DOCUMENT