

This Indenture, WITNESSETH, That the Grantor Steve Sponza and Madelyn Sponza, his wife and Dirk Sheppard and Kathleen Sheppard, his wife

of the Village of Worth County of Cook and State of Illinois for and in consideration of the sum of Seventeen Thousand and no/100 (\$17,000.00) Dollars in hand paid, CONVEY AND WARRANT to Investment Resources, Inc. of the City of Berwyn 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 Village of Oak Lawn County of Cook and State of Illinois, to-wit: Lots 8, 9 and 10 in Lake Louise Apartments Fourth Addition, being a subdivision of part of the North East Quarter of Section 17, Township 37 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 Sponza and Sheppard ARE justly indebted upon their principal promissory note bearing even date herewith, payable to the order of Investment Resources, Inc. the principal sum of Seventeen Thousand and no/100 Dollars on or before October 31, 1977 with interest on the principal balance from time to time unpaid at the rate of seven and one-half per cent per annum (semi-annually) payable semi-annually on the thirtieth day of April and the Thirty-first day of October.

THE GRANTOR Sponza and Sheppard covenant and agree as follows: (1) To pay said indebtedness with 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 January of 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 destruction of 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 insure 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 holder of the first mortgage, and a portion to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or the holder of the first mortgage, and the indebtedness is hereby paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due.

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 the effecting said premises or pay all prior incumbrances and the interest thereon from time to time, and shall be deemed to have done so, and the grantor agrees to repay on demand, 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 WITNESS Whereof, Every of a breach of any of the aforesaid covenants or agreements, shall be so much additional 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 the date 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 documentations, witness, stenographer's charges, cost of procuring or completing Abstracts of Title, 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 grantor or any holder of any prior mortgage 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 proceedings; which proceeding, whether decree of foreclosure has 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 the costs of sale, have been paid. The grantor, for said grantor, and for the heirs, executors, administrators, assigns and assigns of said grantor, waives all right of redemption of, and income from, said premises pending such foreclosure proceedings and as to, at upon the filing of any bill to foreclose this mortgage, 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, disability or absence from said Cook County of the grantee, or of his refusal or failure to act, then William Frenz of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor shall 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 receipt of the reasonable charges.

Witness the hands and seals of the grantor this 11th day of November A. D. 1972.

Steve Sponza (SEAL)
Madelyn Sponza (SEAL)
Dirk Sheppard (SEAL)
Kathleen Sheppard (SEAL)

Property of Cook County, Illinois
TRUST DEED—SECOND MORTGAGE
22 337 918

UNOFFICIAL COPY

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

State of ILLINOIS  
County of COOK

*Henry R. Olson*  
1973 MAY 24 PM 2 14

ss. MAY-24-73 651751 0 22337918 4 A Rec

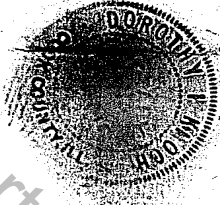
5.10

I, Dorothy I. Knoch

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
Steve Sponza & Madelyn Sponza, his wife AND Dirk Sheppard &  
Kathleen Sheppard, his wife

personally known to me to be the same persons whose name s 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 first  
day of November A. D. 19 72



*Dorothy I. Knoch*  
Notary Public.  
Commission expires 10/10/76.

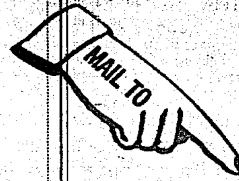
Property of Cook County Clerk's Office

5<sup>00</sup> MAIL

22337918

Box No.  
SECOND MORTGAGE  
Trust Deed

TO



MAIL TO:  
FRENZ-HAYES & ASSOC.  
3908 S. GARDENSON  
DEERFIELD ILL.  
# 60402

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT