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This Indenture, WITNESSETH, That the Grantor JEROME KLUBECK and DARLENE KLUBECK, husband and wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars

in hand paid, CONVEY AND WARRANT to John T. Nolan

of the City of Toledo County of Lucas and State of Ohio
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 Evanston County of Cook and State of Illinois, to-wit:

Lot 18 (except the North 10 feet measured on the rear line) and all of Lot 19 in Andrew J. Brown's Subdivision of Block 40 of the Village of Evanston, being a subdivision of the East 1/2 and Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the North 1/2 of the Northeast 1/4 of the Northwest 1/4 and 46 rods of the East end of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 fractional of Section 18, Township 41, Range 14, and East 1/2 of the Southeast 1/4 of Section 13, Township 41, Range 13, East of the Third Principal Meridian.

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. JEROME KLUBECK and DARLENE KLUBECK, husband and wife are justly indebted upon their principal promissory note bearing even date herewith in the sum of Twenty Thousand and no/100 Dollars (\$20,000.00), payable \$5,000.00 on the 1st day of June 1974 and \$5,000.00 on the 1st day of June of each year thereafter until the principal sum of \$20,000.00 is paid together with interest at the rate of 3% payable on the 1st day of June of each year on the balance of principal remaining from time to time unpaid. Such interest shall be paid on the dates when installments of principal fall due and shall be in addition to the amount due on principal.

The GRANTOR 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 as against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements 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 or improvements 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 hereinafter named; (6) that no liens may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) to pay all prior mortgages, 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 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 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 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, without notice, become immediately due and payable, and with interest thereon from time of such first breach at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness had then matured in 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, 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 grantor 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 thereof 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 Lucas County of the grantee, or of his refusal or failure to act, then 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 15 day of May A. D. 1973

Jerome Klubeck (SEAL)
Darlene Klubeck (SEAL)
(SEAL)
(SEAL)

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UNOFFICIAL COPY

State of ILLINOIS
County of COOK ss.

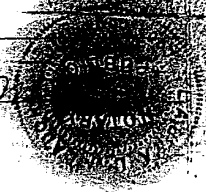
I, Laura L. Meador

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JEROME KLUBECK AND DARLENE KLUBECK, husband and wife

personally known to me to be the same person^s whose name^s 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 1st
day of May A. D. 19 73

Laura L. Meador



COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard H. Olson
RECORDER OF DEEDS

JUN 12 '73 1 41 PM

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Box No. **SECOND MORTGAGE** **Trust Deed**

TO RECORD

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111 W Washington

Statenburg and

Speck

GEORGE H. COLE & COMPANY

END OF RECORDED DOCUMENT