

22 357.159

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

This Indenture, WITNESSETH, That the Grantor(s) NATHAN CARTER and MARTHA CARTER, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty-two Hundred Ninety-four & 87/100 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:

Lot 37 and the West 1/4 of Lot 74 in the Subdivision of the North 1/4 of the East 1/4 of the West 1/4 of the North East 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, (except the North 379.75 feet thereof) 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) NATHAN CARTER and MARTHA CARTER, his wife justly indebted upon their own principal promissory note—bearing even date herewith, payable DELTA BUILDERS, for the sum of Twenty-two Hundred Ninety-four & 87/100 Dollars (2294.87) payable in 59 successive monthly instalments each of \$38.25 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 5 day of July 1973, and on the same date of each month thereafter, 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 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 and assessments 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 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 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 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 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 a writ of mandamus or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor(s) agree 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 as is here provided. It is further agreed that in the event of any of the aforesaid covenants or agreements the whole of said indebtedness, including the interest thereon, 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(s) 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 other documents showing the title of said premises embracing foreclosure decree—shall be paid by the grantor(s); 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(s). 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; 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(s) for said grantor(s) and for the heirs, executors, administrators and assigns of said grantor(s) 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 sit upon and without notice to the said grantor(s) or to a party claiming under said grantor(s) 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, upon AUGUST C. MERKEL, of said County, is hereby appointed to be first successor in this trust and if he, say the 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(s) this 22 day of June A. D. 1973 Nathan Carter (SEAL) Martha Carter (SEAL)

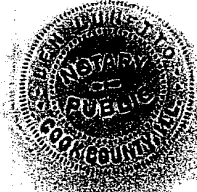
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UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

I, Ben Sennett



a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
NATHAN CARTER and MARTHA CARTER, his wife

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 7  
day of June A. D. 19 73

Ben Sennett  
Notary Public.

Property of Cook County Clerk's Office

221 Rec 55

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS  
1973 JUN 12 AM 10 57  
JUN-12-73 639208 22557159 u A Rec 5.00

5.00

Box No. 246  
SECOND MORTGAGE  
**Trust Deed**  
NATHAN CARTER and MARTHA  
CARTER, his wife  
TO  
JOSEPH DEZONNA, Trustee

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221 Rec 55