

This Indenture, WITNESSETH, That the Grantor is RUDOLPH STEIN and DORIS L. STEIN, his wife

of the Village of Franklin Park County of Cook and State of Illinois for and in consideration of the sum of Thirty-six Hundred ninety-six and 47/100 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 Village of Franklin Park County of Cook and State of Illinois, to-wit: Lot 9 and the North 1/4 of Lot 10 in Block 40 in 3rd Addition to Franklin Park Subdivision in Section 21 and 28, Township 40 North, Range 12, 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 is RUDOLPH STEIN and DORIS L. STEIN, his wife justly indebted upon their on principal promissory note bearing even date herewith, payable SOLAP CONSTRUCTION COMPANY for the sum of Thirty-six Hundred ninety-six and 47/100 Dollars (\$3696.47) payable in 59 successive monthly instalments each of \$61.61 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 25 day of May 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 this first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, 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 times 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 such lien, in title affecting said premises, or pay 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 all the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness as aforesaid 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 amounts 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 documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees—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 shall 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 grantor, and for the heirs, executor, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings. It is agreed 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 of 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, then August G. Werke of said County is hereby appointed to be first successor in this trust; and 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 grantee or his successor in trust, shall release said premises to the party entitled, or receiving his reasonable charges.

Witness the hand and seal of the grantor this 30th day of June A. D. 1972. X Rudolph Stein (SEAL) X Doris L. Stein (SEAL)

22 392 693

State of Illinois
County of Cook } ss.

I, ROBERT PARETI
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
RUDOLPH STEIN and DORIS L. STEIN, his wife

personally known to me to be the same person whose name s 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 30th
day of JUNE A. D. 1973

Robert Pareti



Property of Cook County Clerk's Office

JUL-10-73 6 52 AM 10 48
22392693 • A — Rec 5.00

5.00

Box No. 245
SECOND MORTGAGE
Trust Deed

RUDOLPH STEIN and
DORIS L. STEIN, his wife
TO
JOSEPH DEZONNA, Trustee

RECORDED IN BOOK 1100
PAGE 1100
1973 JUN 30 10 48 AM
22392693

END OF RECORDED DOCUMENT