

23 468 695

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

This Indenture, WITNESSETH, That the Grantor:
CHESTER R. HORNOWSKI, a bachelor

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Twenty one hundred and 24/100 Dollars

has granted, CONVEY AND WARRANT to JOSEPH DEWONNA, Trustee

of the City of Chicago County of Cook and State of Illinois

and to the Trustors 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:

The South 1/2 of Lot 2 and all of Lot 3 in Block 1 in Hindman's First Addition to West Ravenswood, a Subdivision of the South 1/2 of the South 1/2 of the East 60 acres of the South West 1/4 of Section 11, Township 40 North, 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, CHESTER R. HORNOWSKI, a bachelor, justly indebted upon his principal promissory note bearing even date herewith, payable

NORTHWEST NATIONAL BANK OF CHICAGO,

for the sum of Twenty one hundred and 24/100 Dollars (\$2100.24)

payable in 23 successive monthly installments each of \$87.91 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 5th day of June, 1926 and on the same date of each month thereafter, until paid, with interest at the maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as he shall in said note 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 to demand to collect same thereon, (3) within sixty days after destruction or damage to rebuild or restore all building 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 on or at any time on said premises insured in compliance to be adequate to the grantee herein, who is hereby authorized to place such insurance in compliance with the holder of the first mortgage indebtedness, with however attached payable over to the first Trustee or Mortgagee, and, second, to the Trustee herein, as to all interests may appear, which policies shall be let 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 title affecting or pay all prior incumbrances and the interest thereon from time to time, and all moneys 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 an 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 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 been actually 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 auditor's fees, outlays for documentary evidence, stenographic charges, cost of preparing or completing abstract showing the whole title of said premises, including 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 of all 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 proceedings, whether decree of sale shall have been entered or not, shall not be deemed to be a release hereof given, until all such expenses and disbursements, and the costs of suit, including auditor's fees have been paid. The grantor, for said grantor, 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 in 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 County of the grantor, or of his refusal or failure to act, then August 1st, 1926, of said County to 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 and premises to the party entitled, on receiving the reasonable charge.

Witness the hand and seal of the grantor, this 26th day of April A. D. 1926

Chester R. Hornowski (SEAL)

(SEAL)

(SEAL)

(SEAL)

23 468 695

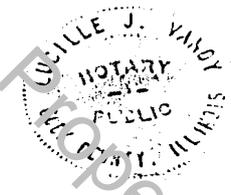
State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____
CHESTER R. HORROWSKI, a bachelor

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 26th
day of April A. D. 1976

Notary Public.



APR 26 1976 10 26 AM 10 26
APR 26 1976 10 26 AM 10 26 A — Rec 10.00

10⁰⁰

Box No. 246

SECOND MORTGAGE
Trust Deed

CHESTER R. HORROWSKI, a bachelor

TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. De Witte

Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

23469395

END OF RECORDED DOCUMENT