

23 505 413

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

This Indenture, WITNESSETH, That the Grantors
GEORGE BRANCH and GLADYS BRANCH, his wife

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

for and in consideration of the sum of Eighty hundred forty six and 36/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONMA, 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 13 in Block 634 Frank R. Ivas Resubdivision of Lots 15 to 18 in Andrews Subdivision of the East half of the South West quarter and the South East fractional quarter of Section 28 North of Indian Boundary Line in Township 37 North, Range 14, East of the Third PRINCIPAL Meridian.

Hereby releasing and waiving all rights under and by virtue of the now void exemption laws of the State of Illinois. In TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors GEORGE BRANCH and GLADYS BRANCH, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable BILTMORE IMPROVEMENT COMPANY

for the sum of Eighty hundred forty six and 36/100 Dollars (\$8046.36) payable in 81 successive monthly instalments each of \$91.79 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 10th day of July 1916, and on the same date of each month thereafter, with interest after maturity at the highest lawful rate.

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and 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 on said land and on all improvements thereon; (3) To insure said premises and improvements thereon against fire and theft; (4) To keep all buildings now or hereafter erected on said premises in good repair and to replace or rebuild or restore all buildings or improvements destroyed or damaged by fire or theft; (5) To keep all buildings now or hereafter erected on said premises insured in accordance with the provisions herein, and to pay the cost of such insurance; (6) To pay all interest on the first mortgage indebtedness, with less than stated payable first, to the first Trustee or Mortgagee, next, second, to the Trustee herein as to interest may accrue, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to be insured, or any loss or destruction, or the prior indebtedness or the interest thereon when due, the grantor 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 said premises or pay all prior indebtedness 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 of same per cent, per annum, shall be as much additional indebtedness incurred hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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 then matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof including reasonable attorney's fees, charges for documentary evidence, commissioner's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure hereof, shall be paid by the grantor; and the like expenses and disbursements, incurred by any court 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 listed as such 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, nor a release hereof given, until all such expenses and disbursements, and the costs of such, including attorney's fees have been paid. The grantor, her said grantor, and for the heirs, executors, administrators and assigns of said grantor, reserve all right to the possession of, and interest upon, and profits and rents upon, the premises hereinafter described, until the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed, may at any time order the grantor, her said grantor, or to any party standing under said grantor, appoint a receiver to take possession and charge of said premises with power to collect the same, taxes and profits of the said premises.

In The Event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then August G. Merkel of said County is hereby appointed to be his successor in this trust; and if any like person be dead and not all the above conditions are performed, the grantor or his successor in trust, shall continue said promise to the party entitled, or receiving his reasonable charges.

Witness the hand, and seal, of the grantor this 28th day of May A. D. 1916



Handwritten signatures of George Branch and Gladys Branch, each followed by the word (REAL).

23 505 413

State of Illinois)
County of Cook) ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
GEORGE E. BRANCH and GLADYS BRANCH, his wife

personally known to me to be the same persons whose names 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 28th
day of May A. D. 1976

Marvin P. [Signature]
Notary Public.

Property of [Faint watermark text]

614 202 ES

RECORDED IN DEEDS
COOK COUNTY ILLINOIS

1976 JUN 2 AM 9:53
JUN 2 1976 23505413 - A - Rec 10.00

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Box No. 246

SECOND MORTGAGE
Trust Deed

GEORGE BRANCH and
GLADYS BRANCH, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
[Signature]
Northwest National Bank of Chicago
3905 North Milwaukee Avenue
Chicago, Illinois 60641

23505413

614 202 413