

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

23 067 458

This Indenture, WITNESSETH, That the Grantors

WILLIAM AARON DEMERY, JR. and DIANA DEMERY, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Forty two hundred ninety one and 80/100 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 appar-
atus 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 9 in Block 18 in Teninga Brothers and Company's 5th Ballwin Addition
to Rondand, being a Subdivision in the North West 1/4 of Section 16,
Township 37 North, Range 14, 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 Grantors WILLIAM AARON DEMERY, JR. and DIANA DEMERY, his wife
their one principal promissory note bearing even date herewith, payable
ROMA LIFE PRODUCTS CORPORATION, for the sum of Forty two hundred ninety one
and 80/100 Dollars (\$4291.80) payable in 39 successive monthly instalments
each of \$71.53 except the final instalment which shall be equal to or less than
the monthly instalments due on the note commencing on the 5th day of June 1975
and on the same date of each month thereafter, until paid, with interest after
maturity at the highest lawful rate.

23 067 458

THE GRANTOR... 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, to, 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 to said premises shall not be committed or suffered; (5) to keep all buildings on, use 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 Mortgages, and, second, to the Trustee herein; (6) the interest
may accrue, which notices shall be sent and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (7) to pay all taxes, assessments,
and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so 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 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 deduction 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 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
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 here-
of, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of proceeding 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 pro-
ceeding 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 a 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, 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 Cook County of the grantee, or of his refusal or failure to act, then

August G. Merkle of said County is 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 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 this 24th day of April A. D. 1975

X William A. Demery Jr (SEAL)
X Diana Demery (SEAL)
(SEAL)
(SEAL)

State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____
WILLIAM AARON DEMERY, JR. and DIANE DEMERY, 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 _____ day of _____ A. D. 1975

[Signature]



My Commission Expires April 3, 1976

Property of Cook County Clerk's Office

RECORDED BY CLERK
COOK COUNTY ILLINOIS
MAY-1 1975 9 8 3 1 13 23067455 - A - Rec 5.00

5.00

Doc. No. 246
SECOND MORTGAGE
Trust Deed
WILLIAM AARON DEMERY, JR. and
DIANE DEMERY, his wife
TO
JOSEPH DEZORHA, Trustee

THIS INSTRUMENT WAS PREPARED BY
J. De Matte
Northwest National Bank of Chicago
8885 North Lincoln Street
Chicago, Illinois 60641

23067455

END OF RECORDED DOCUMENT