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NO. 202

March, 1968

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**GEORGE E. COLE™
LEGAL FORMS**

THIS INDENTURE, WITNESSETH, That the Grantors, The Marquette National Bank,
as Trustee, Trust 1953
of the city of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of eight thousand six hundred one and 0/100
Dollars in hand paid, CONVEY AND WARRANT to Robert T. Buteau

of the City of Glenoⁿ, County of Cook and State of Illinois, as trustee, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements, her in, the following described real estate, with the improvements thereon, including all heating, air-conditioning, 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 Glenoⁿ, County of Cook and State of Illinois, to it:

Lot one (1) in Block seven (7) in S. 1. Burdette's Marquette Park Addition, being a sixtieth division of the south half of the south east quarter of Section twenty three (3), Township thirty eight (38) south, Range thirteen (13), less of the third principal meridian (except the first 50 feet) 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 Grantors are justly indebted upon principal promissory note bearing even date herewith, payable in forty-seven (47) months at One hundred eighty-three dollars (\$183.00)

THE GRANTORS 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 to pay all expenses of insurance, maintenance, repair, and other charges incident to the ownership of the property, and payments of debts due to said premises that may have been incurred or damaged; (3) that waste on said premises shall not be committed or suffered; (4) to keep all buildings, fixtures, and equipment on said premises insured to the satisfaction of the trustee hereunder; (5) to pay all taxes, assessments, and other charges which may be levied on said premises 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, in proportion to the amount of the principal and interest then unpaid; (6) to pay all costs of collection, including attorney's fees, if any, in case of default in payment of any sum due under this instrument, and the interest thereon, at the time of times when the same shall become due and payable; (7) IN THE EVENT of failure to pay taxes, or pay taxes of assessments, or prior incumbrances or the interest thereon when due, or the grantee or any assignee of this instrument, may proceed to sell, or cause to be sold, or otherwise dispose of, or pay over, or apply the same to the payment of any sum due under this instrument, and the interest thereon, from time to time, and all amounts so paid, the parties agree to pay all unliquidated damages, interest, demand, 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.

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, as hereinabove set forth, until paid in full, the same as if all said indebtedness had then matured by express or implied terms.

IT IS AGREED, that for all expenses and disbursements paid or incurred in behalf of plaintiff in connection with fore-losse hereinafter mentioned, including attorney's fees, costs of suit, or partition or completion of sale, or otherwise, to be paid by the plaintiff, and also whereupon the plaintiff or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors, all such expenses and disbursements shall be an addition thereto upon said part of said indebtedness, as such, to be paid by the grantors, all such expenses and disbursements shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, and the amount so taxed, and the costs of suit, including solicitor's fees, will all go to the possession of, and income from, said premises pending such foreclosure proceedings, and administration of said grantor's estate, until payment of said grantor's indebtedness, and until payment of all such expenses and disbursements, and also until payment of all rents, taxes, and profits of the same, and the grantors, and the heirs, executors, administrators, and assigns of said grantor, shall be liable to pay to the plaintiff, and to any party claiming under said grantors, upon a receiver to take possession or charge of said premises with power to collect the rents, taxes, and profits

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then **Lowell Volmer** of Wheatland County is hereby appointed to be the successor in this trust and if for any like reason the first named fail or refuse to act, the person who shall then be the last surviving member of the family of the grantee is hereby appointed to be the 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.

And whereas the property herein by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of name and without affecting the mutual rights,

2016 SPRING EDITION - 16 SUMMER 2016

Witness the hands and seals of the grantors this 23 day of JUNE 1975
This instrument is executed by the Marquette National Bank as Trustee, not personally, but only as Trustee, and is acknowledged before me this 23 day of JUNE 1975, and is assumed by or shall be enforced through the Marquette National Bank, Assistant Secretary, Marquette National Bank, or on account of the making of this instrument.
MARQUETTE NATIONAL BANK AS TRUSTEE (SEAL)
EMBR TRUST #2053
BY Robert J. Weale WYCE PRES. (SEAL)
TESTA Robert J. Weale Assistant Secretary

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STATE OF Illinois ss.
COUNTY OF Cook

I, Gloria J. Nemeth, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Wesley, Sr., Vice President and
Robert M. Clark, Assistant Secretary personally known to me to be the same person or 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 23rd day of JUNE 1975.



Gloria J. Nemeth
Notary Public

SECOND MORTGAGE

Trust Deed

Marquette National Bank

TO

Robert F. Bureau and

Lowell Wolmer

Returnable to:

American Finance
3234 N. 63rd Street
Chicago, IL 60626

Prepared by: Joan Zarr
for
American Finance
3234 N. 63rd Street
Chicago, IL 60626
Joan Zarr

5/20/75
George E. Cole
Clerk's Office
Legal Forms

END OF RECORDED DOCUMENT