

UNOFFICIAL COPY

Account No. 16800246
TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) . . . NO. 202 NW

23 317 993

This Indenture, WITNESSETH, That the Grantor Harold T. Brown and
Barbara A. Brown, his wife

of the City Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fifty-Seven Hundred Forty and 56/100 (\$5740.56) Dollars

in hand paid, CONVEY and WARRANT to Continental Illinois National Bank & Trust
Company of Chicago whose principal address is 231 S. LaSalle St., Chicago, Illinois 60603
of the City 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 Chicago County of Cook and State of Illinois, to-wit:

Lot sixty-four (64) except the West fifteen (15) feet thereof) and the West
twenty-three (23) feet of Lot sixty-five (65) in W.C. McNitt's Subdivision a
subdivision of block one (1) & two (2), and the West seventy-five (75) feet
of the Subdivision of Block three (3) in the Subdivision of Block eighteen (18),
in first (1st) addition to Kensington, a Subdivision of Sections twenty-two (22),
twenty-seven (27) & twenty-eight (28) in Township thirty-seven (37) North Range
fourteen (14) East of the Third Principal Meridian in Cook County, Illinois.

(This is a Junior Lien) subject to the certain mortgage from Harold T. Brown
and Barbara A. Brown, his wife to Banco Mortgage dated February 27, 1975 and
registered March 5, 1975 as Document No. 13012176.

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 Harold T. Brown and Barbara A. Brown, his wife
justly indebted upon One principal promissory note bearing even date herewith, payable
in monthly installments beginning November 20, 1971 with the final payment due,
if not sooner paid, on October 20, 1982.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or
according to any agreement extending 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; (2) 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; (3) that waste to said premises shall not be committed or suffered; (4) to keep all buildings now or hereafter 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 a holder
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as if in estate
may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) 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 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
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 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 indebtedness 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 here-
of, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 County of the grantee, or of his refusal or failure to act, then
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 30th day of August A. D. 19 75
Harold T. Brown (SEAL)
Barbara A. Brown (SEAL)
(SEAL)
(SEAL)

* Twelve (12) per cent per annum
This instrument prepared by: George E. Schwertfeger, 231 South LaSalle, Chicago, Ill

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1975 DEC 9 AM 10 54

RECORDS AND CLERK'S OFFICE

State of Illinois } ss.
County of Cook

DEC--9-75 108476 • 23317993 u A Rec

5.00

I, Milton Schafer
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Harold T. Brown and Barbara A. Brown, his wife

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 _____ 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 _____ 10th
day of September A. D. 19 75

Milton Schafer



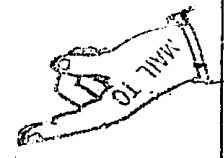
Property of Cook County Clerk's Office

500 Office

23317993

Box No. _____
SECOND MORTGAGE
Trust Deed

MAIL TO:
TO
Continental Illinois National Bk. &
Trust Company of Chicago
Attn: George E. Schwertfeger
231 South LaSalle Street
Chicago, Illinois 60693



END OF RECORDED DOCUMENT