

THIS INDENTURE, WITNESSETH, That the Grantors, Robert C. Schreiber and Rose M. Schreiber (his wife) 6005 South Parkside of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Twelve Thousand Eight Hundred Seventy Dollars and No Cents Dollars in hand paid, CONVEY AND WARRANT to Ford City Bank & Trust Company 7601 South Cicero of the City of Chicago, County of Cook and State of Illinois as Justice, 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, 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 Chicago, County of Cook and State of Illinois to-wit:

The South 20 feet of Lot 52 in F. H. Bartlett's Central Avenue Subdivision of part of the North East 1/4 of the South East 1/4 lying South of right of way of the Chicago and North Western Indiana Rail Road of Section 17, Township 38 North, Range 13, East of the Third Principal Meridian, 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 60 consecutive monthly payments of \$214.50 each, commencing on September 20, 1978 and maturing on August 20, 1983.

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 continue to do so thereafter, (3) to insure said premises against fire, theft and other perils, (4) to keep said premises in good repair, (5) to keep a building now or at any time on said premises insured in compliance 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 Trustee of Mortgage and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee, and the indebtedness is fully paid; (6) to pay all prior indebtedness, and the interest thereon, at the time of times when the same shall become due and payable.

IN THE EVENT of failure to insure or pay taxes or assessments, or the price of purchase or sale of the premises when due, the grantee of the holder of said indebtedness, may procure such insurance or pay such taxes or assessments or discharge of purchase any tax lien or title affecting said premises or pay all prior indebtedness and the interest thereon from time to time, and all moneys so paid the grantors agree 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 herein.

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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, mortgagee's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantors, and the like expenses and disbursements, occasioned by any suit 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 grantors. 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 grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of and income from said premises pending such foreclosure proceedings, and agree that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed may at once and without notice to the said grantors, or to any party claiming under said grantors, 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 or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Ford City Bank & Trust Company of said County is hereby appointed to be the first successor in this trust, and if for any 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO

Witness the hands and seals of the grantors this 14th day of August 1978

Robert C. Schreiber (SEAL)
Rose M. Schreiber (SEAL)

This instrument was prepared by Ed Sweigard, 7601 S. Cicero, Chicago, Illinois 60652

PROPERLY FILED IN COOK COUNTY CLERK'S OFFICE

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UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

AUG 23 11 49 AM '78

SS.

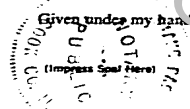
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I, Diane Page, a Notary Public in and for said County, in the

County aforesaid, DO HEREBY CERTIFY that Robert C. Schreiber and Rose M. Schreiber (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 14th day of August, 19 78.



Diane Page
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
Commission Expires JUNE 4 1981
ISSUED BY THE ILLINOIS NOTARY ASSOCIATION



Robert C. Schreiber and Rose M. Schreiber (his wife)

SECOND MORTGAGE

Trust Deed

Ford City Bank & Trust Co.

6005 S. Parkside
Chicago, Illinois 60638

Allen, Bobble Sypniewski
Ford City Bank & Trust Co.
7601 S. Cicero
Chicago, Illinois 60652

24596790

END OF RECORDED DOCUMENT