

24916631

TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS) NO. 202 HW

This Indenture, WITNESSETH, That the Grantors

GERALD J. CYGNAR and GERALDINE M. CYGNAR, his wife

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

for and in consideration of the sum of Fifty hundred eighty and 80/100 Dollars

in hand paid CONVEY AND WARRANT to JOSEPH DEZONKA, 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 8 (except the South 220 feet thereof) in the Subdivision of Blocks 5, 6, 7 (except the East 1 acre of block 7) in Ridgeland a Subdivision of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Southeast 1/4 of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, commonly known as 5031 N. New England, Chicago, 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 GERALD J. CYGNAR and GERALDINE M. CYGNAR, his wife

justly indebted upon their and principal promissory note bearing even date herewith, payable GREATWAY CONSTRUCTION COMPANY,

for the sum of Fifty hundred eighty and 80/100 Dollars (\$5080.80)

payable in 47 successive monthly installments each of \$105.85 AND A final installment which shall be equal to or less than the monthly installments due on the note commencing on the 20th day of May 1979, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR... 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 30 each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to build or restore all buildings and improvements on said premises...

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and a learned 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 matured at such time.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing title in connection with the foreclosure hereof, and the like expenses and disbursements, occasioned by any suit or proceeding 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 in 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. MERKEL, of said County is hereby appointed to be the 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 holder of the title 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 6th day of April, A. D. 1979

Handwritten signatures of Gerald J. Cygnar and Geraldine M. Cygnar with (SEAL) markings.

24916631

UNOFFICIAL COPY

State of Illinois
County of Cook

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____
GERALD J. CYGNAR and GERALDINE M. CYGNAR, 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.

Witness under my hand and Notarial Seal, this 6th
day of April A. D. 1970

Sorella Diamond
Notary Public.

My Commission Expires Nov. 30, 1981



Box No. 216
SECOND MORTGAGE
Trust Deed

GERALD J. CYGNAR and
GERALDINE M. CYGNAR, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

J. F. Deetz
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

24910662

END OF RECORDED DOCUMENT