

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27374158

This Indenture, WITNESSETH, That the Grantor JOSEPH M. ROMAN and MARY H. ROMAN, his wife and MELVIN BECKER and MABEL BECKER, his wife

of the Village of Palatine County of Cook and State of Illinois

for and in consideration of the sum of Forty-four hundred fifty-seven and 52/100 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

Village Palatine County of Cook and State of Illinois, to-wit: Lot 87 in Arthur T. McIntosh and Company's Fair Grounds Park, being a subdivision of Part of the East 1/2 of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat hereof recorded as document 15592390 on April 14, 1953 all in Cook County, Illinois, commonly known as 262 North Linden, Palatine, 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 Grantor JOSEPH M. ROMAN and MARY H. ROMAN, his wife and MELVIN BECKER, their principal promissory note bearing even date herewith, payable to COLD SEAL WINDOW CO. and assigned to Northwest National Bank for the sum of Forty-four hundred fifty-seven and 52/100 dollars (\$4,457.52)

payable in 36 successive monthly installments each of 123.84 due on the note commencing on the 1st day of January 1955, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and as is 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 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 on said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured in companies to be selected by the grantor, 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 mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) 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 grantor 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 hereof, including, but not limited to, auctioneer'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 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 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 heard given, until all such expenses and disbursements, and the costs of suit, including auctioneer'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 grantor, or of his refusal or failure to act, then

Thomas S. Larsen 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 Secretary of Deeds of said County is hereby appointed to be second successor in the trust. And when all the aforesaid covenants and agreements are performed, the grantor 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 16th day of November A. D. 1954

Handwritten signatures of Joseph M. Roman, Mary H. Roman, Melvin Becker, and Mabel Becker, each followed by (SEAL).

UNOFFICIAL COPY

State of Illinois }
County of Cook } 55.

I, *Phyllis Feder*
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that JOSEPH M. ROMAN and MARY H. ROMAN, his wife and MELVIN BECKER and MABEL BECKER, his wife
personally known to me to be the same person, whose name is 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 16th day of November A. D. 19 27.

Phyllis Feder
Notary Public.

Property of Cook County Clerk's Office

DEC 28 10:47



Box No. 246
SECOND MORTGAGE
Trust Deed
JOSEPH M. ROMAN and
MARY H. ROMAN, his wife
and MELVIN BECKER and
MABEL BECKER, his wife
JOSEPH DEZONNA, Trustee
THIS INSTRUMENT WAS PREPARED BY:
I, *La Motte*
Northwest National Bank
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

27374158

END OF RECORDED DOCUMENT