

This Indenture, WITNESSETH, That the Grantor ERWIN P. NEUMANN and JANIE NEUMANN, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Two Thousand Two Hundred and no/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 herein after 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 every thing 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 West 5.5 feet of Lot One (1) and Lot Two(2) (Except the West 15-25 feet thereof) in Block 664 in J.E.Merrion & Company's Beverly View, being a subdivision of the West Half (1/2) of the West Half (1/4) of the North East Quarter (1/4) of the North West Quarter (1/4) of Section One(1), Townshin Thirty-seven(37) North, Range Thirteen(13), East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 2037 W. 81st St., Chicago Illinois.

Permanent Tax No. 20-21-104-043

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86419008

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 ERWIN P. NEUMANN and JANIE NEUMANN, his wife

Witness, The Grantors justly indebted upon their one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 62.31 each until paid in full, which retail installment contract has been assigned by AMERICAN THERMAL WINDOW PRODUCTS to Northwest National Bank of Chicago.

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 on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or building or structure or buildings or improvements on said premises that may have been destroyed or damaged, to that extent to said premises shall not be committed or suffered; 5. To keep all buildings now or at any time on said premises insured in compliance to be required 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 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 indebtedness and the interest thereon, at the time or times when the same shall become due and payable; 7. In the event of failure to insure or pay taxes or assessments, or the grant, occupants 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 indebtedness and the interest thereon from time to time, and all money so paid the grantor 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 incurred hereby; 8. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all unpaid 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 said indebtedness had then matured by express terms; 9. 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 solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and setting forth liens thereon shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of the said indebtedness, as such, may be a party, shall also be paid by the grantor; 10. 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 proceedings, whether by force of sale shall have been entered or not, shall not be deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor for said grantor and for his heirs, executors, administrators and assigns of said grantor give 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 and 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 perform

Thomas S. Larsen, Ronald D. Wada

of said County is hereby appointed to be first successor in this trust, and if for any like cause the first named herein should be unable to perform the duties herein provided, then he 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge

Witness the hand and seal of the grantor this 12th day of June A. D. 19 86

Erwin P. Neumann (SEAL)
Janie Neumann (SEAL)

UNOFFICIAL COPY

For No. 286.....

SECOND MORTGAGE

Trust deed

ERWIN P. NEUMANN and

JANIE NEUMANN, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

1057 WEST JANTINA, BRANCH OF CHICAGO
3858 MILWAUKEE AVE. CHICAGO, IL 60641
312 777 7700

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#3333 TRMN 3784 09/17/84 09:21:00
#502 # 86-479008
COOK COUNTY RECORDER

86419008

I, *Erwin P. Neumann*
Notary Public in and for said County, in the State aforesaid, do hereby certify that ERWIN NEUMANN and JANIE NEUMANN, his wife, personally known to me to be the same persons, whose name *Erwin P. Neumann* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *Erwin P. Neumann* 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. Witness under my hand and Notarial Seal, this *12th* day of *June* A.D. 19 *86*