

This Indenture, WITNESSETH, That the Grantor DAVID LORANCA and JOSEPHINE A. LORANCA, his wife

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

for and in consideration of the sum of Ten Thousand and no/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH D. YOUNG, 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 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:

Lot 93 in Fullerton Central Manor being a Subdivision in the East half of the South East quarter of Section 29, Township 40 North, Range 13 East of the Third Principal Meridian according to the plat thereof recorded April 26, 1929 as document 10352966 in Cook County, Illinois.

Permanent Tax No. 13-29-414-031 H J O J

Addr. of property: 2628 N. Parkside, 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 Grantor DAVID LORANCA and JOSEPHINE A. LORANCA, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable

to NORTHWEST NATIONAL BANK OF CHICAGO

payable in 60 successive monthly installments each of 227.63 due on the note commencing on the 1st day of June 1937, 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 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 rebuild or restore all buildings or improvements on said premises that have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies 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 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 incumbrances, 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 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 by all prior incumbrances 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 secured 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 accrued 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; (9) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the recovery 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 embracing foreclosure decree as each, 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 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 living 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 Ronald D. Wood 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, Seal and of the grantor this 1st day of May, A. D. 1937

X. David Loranca (SEAL)
X. Josephine Loranca (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust Deed

DAVID LORANCA, and

JOSEPHINE A. LORANCA, his wife

JOHN O. YOUNG, TRUSTEE

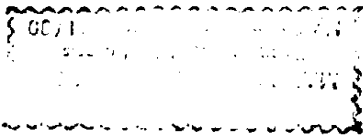
THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki
NORTHWEST NATIONAL BK. OF CHICAGO
3985 MILWAUKEE AVE.
CHICAGO, IL. 60641
(312) 777-7700

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00
T#1111 TRAN 3800 05/04/87 09:37:00
#9106 #A * 07-236862
COOK COUNTY RECORDER



I, Margaret M. Peterson
Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID LORANCA and JOSEPHINE A. LORANCA, his wife personally known to me to be the same person S, whose name S. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y, signed, sealed and delivered the said instrument as the 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 May 19 87
Notary Public: Margaret M. Peterson

State of Illinois }
County of Cook }

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