

UNOFFICIAL COPY

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THIS IS A JUNIOR MORTGAGE

36-56202

This Indenture, WITNESSETH, That the Grantor ALBERT SCHUETZER AND EMILY
SCHUETZER, HIS WIFE

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS
for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED TWENTY-SIX AND 71/100 Dollars
in hand paid, CONVEY, AND WARRANT to DENNIS S. KANARA, Trustee

of the City of Chicago, County of Cook, and State of Illinois
and to his successors in trust hereinabove 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 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 48 AND THE NORTH 1/2 OF LOT 47, IN BLOCK 13, IN

CHURCHILL LAND INVESTMENTS COMPANY'S SUBDIVISION

IN THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40, NORTH,

RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN,

COOK COUNTY, ILLINOIS.

(approximately Block #35, lot 257 N. Lakeview)

F.T.D. 13-33-219-0010000

REVISIONS 10

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's ALBERT SCHUETZER AND EMILY SCHUETZER, HIS WIFE
justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$123.22 each until paid in full, payable to

EXPRESS CHECK MESSAGED TO LAKEVILLE BANK LAKEVIEW

COOK COUNTY RECORDER

1951 K 15 NO 131454

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 receipt 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or hereinafter erected on said premises in repair in comparison to be accorded to the grantee herein, who is hereby authorized to place such insurance or other protection as he deems necessary for the safety and well-being of the same; (6) to cause a clause attached by him, to the first Trustee or Mortgagor, and second, or third, or fourth holder of their interests, to appear, which policies shall be left and remain with the said Mortgagors or Trustees, until the indebtedness is fully paid; (7) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the prior encumbrances, 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 encumbrances 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 interest, is nevertheless at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, or non-performance, to the date of payment, 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 of the note or notes, or both, or otherwise.

It is agreed by the grantor . . . that all expenses and disbursements paid or incurred in behalf of claimant, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the ownership of the property, costs for closure decree — shall be paid by the grantor . . . and the like expenses and disbursements, occasioned by any cause of said indebtedness, as such, may be in part, shall also be paid by the grantor . . . At such time as the claimant has recovered the same by action or otherwise, in any decree that may be rendered by suit or foreclosure proceedings, whether proceedings, whether decree of suit or otherwise, be recovered, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid by 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 grantee, or of his refusal or failure to act, then Thomas F. Bussey . . . 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 . . . and seal . . . of the grantor . . . this . . . day of . . .

12th

SEPTEMBER

A.D. 19 . . .

X. Albert H. Schuetzter . . . (SEAL)

X. Emily A. Schuetzter . . . (SEAL)

. . . (SEAL)

Box No. 146

Grant Deed

Hillcrest & Elmwood Home Trust
215 Clark Street
Chicago, IL

TO
DENNIS S. KANARA, Trustee

LASALLE BANK FIVE VIES

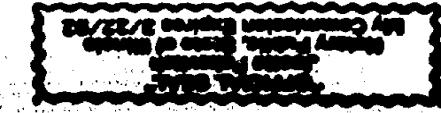
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2160

THIS INSTRUMENT WAS PREPARED BY:

James J. Coughlin
6/6/39

DEPT-01
T#4441 TMAN 3139 10/25/88 10/22/88
612 66
#6219 # D-BB 490273



I, JOETTE PEKOVITCH, County of Cook, Illinois, do hereby certify that a Notary Public in said County, in the State of Illinois, that the instrument herein described, appears to me to be the same person, whose name is JOETTE PEKOVITCH, and acknowledge that it is, signed, sealed, delivered and delivered the said instrument, appellee before me this day in person, and acknowledge that it is, signed, sealed, delivered and delivered the said instrument, freely and voluntarily, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

JOETTE PEKOVITCH, Subscribed to the foregoing

day of June, 1988.

Witness under my hand and Notarial Seal, this 19th day of June, 1988.

Notary Public