

THIS IS A JUNIOR MORTGAGE

36-56202

This Indenture, WITNESSETH, That the Grantor ALBERT SCHNETZER AND EMILY SCHNETZER, 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 22/100 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 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 48 AND THE NORTH 1/2 OF LOT 47 IN BECK 13 IN CHICAGO LAND INVESTMENTS COMPANY'S SUBDIVISION IN THE NORTH-EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, LINE EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as: 2157 N. LA VERGNE AVE. CHICAGO, ILL. 60614

PREVIOUSLY

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 SCHNETZER AND EMILY SCHNETZER, 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 \$123.52 each until paid in full, payable to EXPRESS BLOCS ASSIGNED TO JANSALLE BANK LAKE VIEW

COOK COUNTY RECORDER

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 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 at any time on said premises insured in companies to be 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 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 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 pay 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.

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 17th day of SEPTEMBER, A. D. 19 88

X Albert H. Schustoyer (SEAL) X Emily Schustoyer (SEAL)

88490273

UNOFFICIAL COPY

#12-

Box No. 146

# Trust deed

*Albert & Emily Schmitt*  
*Chicago, Ill.*

DENNIS S. KANARA, Trustee

LASALLE BANK TRUST DEPT  
3201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

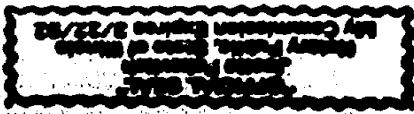
*Stephan Adams*  
*5935 W. Kenwood*  
*Chicago, Ill. 60639*  
LAW OFFICE OF STEPHAN ADAMS  
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657  
312/525-2189

Property of Cook County Clerk's Office

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#6219 # D \* 88-490273  
COOK COUNTY RECORDER



I, *Joette Perovitch*, Notary Public in and for said County, in the State aforesaid, do hereby certify that *Albert & Emily Schmitt* personally known to me to be the same person, whose name is *Albert & Emily Schmitt*, appeared before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument, *the* instrument, subscribed to the foregoing, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Shown under my hand and Notarial Seal, this *10/25/88* day of *October*, A. D. 19 *88*.

State of Illinois }  
County of Cook }