## UNOFFICIAL CO 823/0042 46 006 Page 1 of

2002-03-21 16:22:47

Cook County Recorder

## TRUST DEED SECOND MORTGAGE

This Indenture, Witnesseth

That the Grantor(s) MORRIS

SHANNON AND ETHEL M.

SHANNON, HIS WIFE.

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the

0020317626

(The Above Space For Recorder's Use Only)

sum of \$ 9330.5 ( NINE THOUSAND THREE HUNDRED THIRTY AND DO/100 in hand paid, CONVEY AND WARRANT to NEW LINCOLN HOME IMPROVEMENT CO, of the City of Chicago, County of Cook and State of Illinois and to its successors in trust hereinafter named, for the purpose of securing per-

formance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and in tures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the <u>CITY</u> of <u>CIF GGO</u> County of and State of Illinois, to-wit: <u>LOT 21 AND LOT 22</u>

IN HOWARD'S SUBDIMISION OF THE NORTH 2.309 ACRES OF BLOCK 23 IN LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13,

LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. DMMONLY KNOWN AS: 3104-06 W. WARREN BLYS AND 36-44 N. ALBANY-CHICAGO, ILU NOIS PERMANENT INDEX NUMBER; 16-12-324-637-0000

Hereby releasing and waiving all rights under and by virtue of the homestead exertipt on 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) MORRIS SHAWNON AND

justly indebted upon THE Principal primissory note bearing even date herewith, payable OF \$ 9330.9 (NINE THOUSAND THREE ETHEL M. SHANNON, HIS WIFE THIRTY AND DOLLARS ON MARCH YUND RED

The Grantor ... covenant and agree. . . . as follows: (1) To pay said indebtedness, and the interest the reon, 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 Jure in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefore; (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 the holder of ine first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgages, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the amount shall become due and payable. In the event of failure so 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 incumbrances and the interest thereon from time to time; and all money so paid, the grantor. ..... to repay immediately without demand, and the name with interest thereon from the date of payment at ten percent, 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, as ten 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 foreclosure hereof - including reasonable solicitor'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. 5. and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by

Continued on reverse side

Continued from reverse side

COOK COUNTY RECORDER

the grantor. All such expens any decree that may be render not, shall not be dismissed, not have been paid. The grantor. Fight to the possession of, and bill to foreclose this Trust Deed claiming under said grantor. And profits of the said premises or failure to act, then Annal if for any like cause said fir is hereby appointed to be seco or his successor in trust, shall witness the hand.  Witness the hand.  This instrument was prepared.  State of TLLINOIS  County of Cook	red in such foreclosure pro r a release hereof given, un for said grantor. S. and income from, said premises I, the court in which such bi appoint a receiver to tal In the event of the death, ENCE W. KORRUB st successor fail or refuse to and successor in this trust a release said premises, the and seal.	ceedings; which produit all such expenses for the heirs, executors pending such forect list filed, may at once the possession or charemoval or absence of said Cooper of the person which when all the aforeparty entitled, on reconstitution of the grantor.	ceeding, whether decree of and disbursement the costs, administrators and assolosure proceedings and e and without notice to the arge of said premises with from said County is hereby appointed to shall then be the acting esaid covenants and agreeiving his reasonable characteristics.	if sale shall have been sts of suit, including solicities of said grantor. Swid agree that upon the file said grantor. Swid agree that upon the file said grantor. Swid power to collect the rerounty of the grantee, or it to be first successor in Recorder of Deeds of seements are performed the larges.	entered or eitor's fees vaiveall ing of any any party ans, issues his refusal this trust: aid County are grantee
a Notary Public in and for					
MORRIS SHAL	MON AND	THEL M.	SHANNON,	415 WIFE	
day of	ore me this day in per strument as <u>THEIR</u>	son, and aclinow free and e right of homes	ledged that voluntary act, for the er.d	<u>r</u> tie γ signed.	sealed
Heler Notary Pu	ne S. Korrub blic, State of Illinois ssion Exp. 08/27/2005	Dele	ee S. X.	El UL. Notar	y Public
SKOKIE DEFICE SECOND MORTGAGE  TUST Deed	MORRIS SHANNON AND ETHEL M. SHANNON, HIS WIFE TO NEW LINCOLN HOME	IMPROVEMENT CO.	1412 TO: W	NEW LINCOLN HOME IMPROVEMENT CO. 5865 LINCOLN AV RM108 CHICAGO, IL 60659	