

23 362 187

Account No. 16-00333

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202-255

This Indenture, WITNESSETH, That the Grantor John Lee, Jr. and wife Belores Lee

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Thirty-nine Hundred Six and 72/100 (\$3,906.72) Dollars

in hand paid, CONVEY AND WARRANT to Continental Illinois National Bank & Trust Company of Chicago whose principal address is 231 S. La Salle, Chicago, Illinois 60604 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 everything 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 Five (5) in Block Four (4) in William C. Wood's Fourth (4th) Pullman Park Addition, being a Subdivision of Block Four (4) (except the West 93.67 Feet thereof) also except the North One Hundred Twenty Five (125) Feet of the East One Hundred (100) Feet of said Block) in Pullman Park Addition to Pullman in the North West Quarter (3) of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian.

(This is a Junior Lien) subject to that certain mortgage from John Lee, Jr. and wife Belores Lee to Mortgage Associates, Inc. dated March 7, 1975 and registered March 7, 1975 as Document No. 23015713.

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.

WITNESSES, The Grantor John Lee, Jr. and wife Belores Lee

justly indebted upon One principal promisor, no. 2 bearing even date herewith, payable in monthly installments beginning January 25, 1976 with the final payment due, if not sooner paid, on December 31, 1975.

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The instrument hereunder and agreed as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, according to the agreement contained therein and to pay the interest thereon in the first day of June in each year, or less and assessable against said indebtedness and to demand to exhibit same to the trustee (2) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises (3) that any and all taxes, assessments, and charges shall be paid by the grantor herein, who is hereby authorized to give such insurance in any, when agreed, as in the case of fire, and to give such insurance as to the trustee or mortgagee, and secured to the trustee herein as if the interest was agreed, which insurance shall be paid as provided with the said Mortgage or Trustee until the indebtedness is fully paid; (4) to pay all other indebtedness and the interest thereon, of the same kind or kind as herein provided, shall become due and payable; (5) The grantor herein to insure or pay taxes or assessments, or the price of improvements or the interest thereon, when due, the grantor of the holder of said indebtedness may give such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or file a petition and premises may all prior to the maturity and the interest thereon from time to time and all money so paid, the grantor herein to repay immediately with interest, and the same with interest thereon from the date of payment of \$2000 per cent per annum, shall be or such additional indebtedness as shall be due; (6) The Trustee 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 trustee hereunder, without notice, become immediately due and payable, and with interest thereon from time of such breach, at \$2000 per cent per annum, shall be recoverable by the trustee hereunder, or by suit at law, or both, the same as if of said indebtedness had then matured by express terms; (7) It is further agreed that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof, including reasonable attorney's fees, unless for documents or evidence, stamp duties or charges, cost of preparing or recording, or otherwise showing the whole title of said premises, including foreclosure thereon, shall be paid by the grantor herein, and the like expenses and disbursements, as assessed by any court or competent authority, the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor herein; (8) All such expenses and disbursements shall be an additional lien upon said premises, shall be in and as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, 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 trustee's fees have been paid; (9) The grantor herein, for said grantor herein, and for the heirs, executors, administrators and assigns of said grantor herein, all right in the possession of, and income from, and possession pending such foreclosure proceedings, and agrees, shall upon the filing of any bill to foreclose this Trust Deed, the report in which such bill is filed, may at once and without notice to the said grantor herein, or to any party claiming under said grantor herein, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises; (10) In the event of the death, removal or absence from said County of the grantor herein, or of his refusal or failure to act, then of said County is hereby appointed to be first executor in this trust, and if for any like cause and that executor fails or refuses to act, the person who shall then be the acting Register of Deeds of said County is hereby appointed to be second executor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee of the mortgage in trust, shall release said premises to the party entitled, according to the reasonable charges.

Witness the hand and seal of the grantor this 2nd day of October A. D. 1975 (SEAL) (SEAL) (SEAL) (SEAL)

* Twelve (12) per cent per annum This instrument prepared by: George E. Schwertfeger, 231 S. LaSalle, Chicago, Ill.

State of ILLINOIS }
County of COOK }

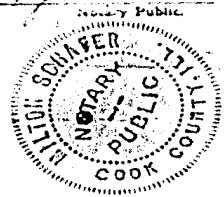
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I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____
John Lee, Jr. and his wife Belores Lee

personally known to me to be the same person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she 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.

Done under my hand and Notarial Seal, this _____ 2nd
day of _____ October _____ A. D. 19 _____

_____ Notary Public



Property of Cook County Clerk's Office

28362157

Account No. 1049033

Box No.

SECOND MORTGAGE

Trust Deed

TO
CONTINENTAL ILLINOIS NATIONAL BANK
Attn: G. E. Schaeffer
201 N. LaSalle
Chicago, Illinois 60603



END OF RECORDED DOCUMENT