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27419014

49.4/691

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor John cody and wife Tena Cody  
as Joint Tenants

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Eleven Thousand Nine Hundred Twelve & 88/100 Dollars  
in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA 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 fol-  
lowing 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 38 in Block 2 in McIntosh Brothers State Street  
Addition to Chicago in the East Half (1/2) of Section 33,  
Township 38 North, Range 14 East of the Third Principal  
Meridian, in Cook County, 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 John Cody and wife Tena Cody as Joint Tenants  
justly indebted upon one principal promissory note, bearing even date herewith, payable  
LAKE VIEW TRUST & SAVINGS

payable in 84 successive monthly instalments each of 141.82 due MONTHLY  
on the note commencing on the 23 day of FEBRUARY 19 85, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

THIS IS A JUNIOR MORTGAGE

The GRANTOR covenants and agrees 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 the title 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 first, 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 Mortgagees 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 same shall become due and payable.  
In THE EVENT of failure to so insure, or pay 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 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 covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the  
legal holder thereof, 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.  
It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure 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  
—shall 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  
as such, may be a party, shall also be paid by the grantor. 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 gran-  
tor, 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 9 day of JANUARY A. D. 19 85  
John Cody (SEAL)  
Tena Cody (SEAL)

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State of Illinois }  
County of Cook } 55.

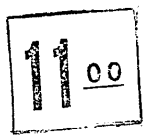
I, Alex Eisenberg  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that John Cody and wife  
Tena Cody as Joint Tenants  
personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument  
as their 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 9<sup>TH</sup>  
day of February A. D. 1965

*Alex Eisenberg*  
Notary Public.

Property of Cook County Clerk's Office

25 JAN 65 12: 45

27019014 11.00



Box No. 146  
SECOND MORTGAGE  
**Trust Deed**

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
CORY CONSTRUCTION CORP.

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657  
312/525-2180

27019014

END OF RECORDED DOCUMENT