

UNOFFICIAL COPY

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49-43345

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Alton T. Jones and wife Elizabeth Jones, as joint tenants

of the City of Chicago, County of Cook, and State of Illinois

for and in consideration of the sum of Eight Thousand One Hundred Thirty-Seven 44/100 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 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 22 in Block 18 in Englewood Heights being a subdivision of Wright's Subdivision of the North 1/2 of that part of the East 1/2 of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian lying East of the Pittsburg, Cincinnati and St. Louis Railroad in Cook County, Illinois.

Commonly Known As: 8852 South Winchester Chicago  
Permanent Tax No. 25-06-207-063-0000 M.L.

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 Alton T. Jones and wife Elizabeth Jones, as joint tenants justly indebted upon one principal promissory note, bearing even date herewith, payable Lakeview Bank, Chicago, Illinois

payable in 48 successive monthly instalments each of \$9.33 due Monthly on the note commencing on the 6th day of June 19 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... 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 improve 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 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 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 same 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 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 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, 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.

In ASSESSMENT 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, 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. In ASSESSMENT 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, 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. In ASSESSMENT 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, 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.

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 22 day of APRIL A. D. 19

Elizabeth Jones (SEAL)

Alton T. Jones (SEAL)

(SEAL)

(SEAL)

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State of Illinois  
County of Cook

APR-25-85

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11.00

I, TONY JAMES DEVOS  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
ALTON T. JONES AND ELIZABETH JONES his wife  
as joint tenants  
personally known to me to be the same person whose name is 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 a 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 22ND  
day of APRIL A.D. 19 85

*[Signature]*  
Notary Public.

27525042

11.00

Mail to

Box No. 146

SECOND MORTGAGE

**Trust deed**

Alton & Elizabeth Jones  
8352 South Winchester  
Chicago, Illinois

GERALD E. SINGPA, Trustee  
Lake View Trust & Savings Bank of Chicago  
3201 North Ashland Avenue  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Del-Mont Builders, Inc.  
2138-42 West 95th Street  
Chicago, Illinois 60643  
TONY JAMES DEVOS  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2100

END OF RECORDED DOCUMENT