

27525053

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

49-43323

## This Indenture

WITNESSETH, That the Grantor

Lawrence Bilberry and Virginia Bilberry

(Married to each other)

as joint tenants

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

for and in consideration of the sum of Seventeen Thousand two hundred three and 20/100 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 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 45 in Block 11 in Daley's Subdivision in Jones Subdivision in the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1464 W. 7th St., Chicago, Ill.

P.R.E.I. 20-29-126-019-0000

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 Lawrence Bilberry &amp; Virginia Bilberry, his wife as joint tenants

justly indebted upon one principal promissory note, bearing even date herewith, payable

To: First City Builders Incorporated; Assigned to: Lakeview Trust and Savings Bank

payable in 24 successive monthly instalments each of \$204.20 due monthly

on the note commencing on the 25 day of May, 1985, 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 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 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 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... 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 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.

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 solicitor 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... 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 the grantor... All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, 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 solicitor's fees have been paid. 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... of to any party claiming under said grantor... 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 10 day of April

A. D. 1985

BILBERRY

Lawrence Bilberry  
Virginia Bilberry

(SEAL)

(SEAL)

GERALD E. SIKORA

(SEAL)

(SEAL)

State of Illinois }  
County of Cook } 55.

I, Marilyn Berkowitz  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Lawrence Bilberry & Virginia Bilberry  
(Married to each other) as joint tenants

personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t hey signed, sealed and delivered the said instrument as the 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 19  
day of April, A. D. 19 85

*Marilyn Berkowitz*  
My Office Address 1110  
Notary Public

TO: FIRST CITY BUILDERS INCORPORATED: VARIOUS TO: LAWRENCE BILBERRY AND VIRGINIA BILBERRY

LAWRENCE BILBERRY & VIRGINIA BILBERRY, ITS HUSBAND

APR-25-85 15168 • 27525053 • 11.00

5-1-11 10-11-10-010-0000  
COUNTY RECORD NO: 1001 M. 1110 24. CHICAGO, IL.

IN COOK COUNTY, ILLINOIS.  
OF RECORD TO: LOANSHIP 30 M. IN: BEING IN: NAME OF THE BUILDING TRUST, RELIGIOUS  
TOP OF IT BEING IN: CHICAGO, ILLINOIS, IN FORCE OF THE TRUST TO THE TRUST

Box No. 146  
SECOND MORTGAGE

**Trust Deed**

Lawrence & Virginia Bilberry  
1464 W. 74th St.  
Chicago, IL.

TO:  
GERALD E. SIKORA, Trustee  
Lakeview Trust and Savings Bank of Chicago  
3201 N. Ashland Ave.  
Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY

Alex Tapper  
First City Builders Inc.  
3840 W. Devon Ave.  
Chicago, IL 60659  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/625-2180

11.00

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