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49-39785

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27249007

This Indenture, WITNESSETH, That the Grantor IRMA J. MCDONALD (DIVORCED NOT SINCE REMARRIED)

of the County of COOK and State of ILLINOIS for and in consideration of the sum of TWO THOUSAND NINE HUNDRED TWENTY-NINE \$2,109.00 Dollars and WARRANT to GERALD E. SIKORA, Trustee of the City of Chicago County of Cook and State of Illinois and 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 attached 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 TWENTY-FOUR (24) IN THE RESUBDIVISION OF LOT ONE (1) TO TWENTY-FOUR (24) INCLUSIVE IN QUAD B. TRAYNERS SUBDIVISION OF BLOCK THIRTY-ONE (31) IN JONES SUBDIVISION IN THE WEST HALF OF SECTION TWENTY-NINE (29) TOWNSHIP THIRTY-EIGHT (38) NORTH RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN.

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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 IRMA J. MCDONALD (DIVORCED & NOT SINCE REMARRIED) justly indebted upon ONE principal promissory note, bearing even date herewith, payable LAKE VIEW TRUST SAVINGS

payable in 36 successive monthly instalments each of \$59.37 due MONTHLY on the note commencing on the 21 day of OCTOBER 1987 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 restore to the grantor 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 title to said premises shall not be commited or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance to be selected by the grantor herein, who shall be authorized to place such insurance in compliance 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 policy shall be kept and remain with the said Mortgagee or Trustee 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 insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any 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. It is further agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable collection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees—shall be paid by the grantor... and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor 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 decree of sale shall have been entered or not, shall not be diminished, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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... or 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 grantor, 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 grantor 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 18 day of July, A.D. 1987. Irma McDonald (SEAL)

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State of Illinois )  
County of Cook ) SS.

I, Carol McQueen 21645007 / 1976  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that James E. Donald  
(DIVORCED - NOT SINCE REMARRIED)

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She signed, sealed and delivered the said instrument as Her 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 18  
day of July A. D. 1984. Carol McQueen  
Notary Public

11 SEP 84 1:54

1000

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

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
Collet Bankers Co., Inc.

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

27289497

END OF RECORDED DOCUMENT