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27269063

49.39738

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor CLARENCE GLEN X. WIFE  
GWENDELLA AS JOINT TENANTS

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS  
for and in consideration of the sum of SEVEN THOUSAND TWO HUNDRED EIGHTY AND NO/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 14 AND 15 IN BLOCK 13 IN FRANK M. BAGEC ADDITION TO  
NEWBARD HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE  
SOUTHEAST 1/4 (EXCEPT THE WEST 20 ACRES THEREOF) IN SECTION  
31, 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 CLARENCE GLEN AND WIFE GWENDELLA AS JOINT TENANTS  
justly indebted upon ONE principal promissory note bearing even date herewith, payable  
LAKE VIEW TRUST SAVINGS BANK

payable in 24 successive monthly installments each of \$6.67, due MONTHLY  
on the note commencing on the 26 day of JANUARY 1984, 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 set forth in conditions 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 to cause to be paid 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; (3) That neither said premises shall not be mortgaged or encumbered, (4) To keep all buildings now or at any time on said premises insured in companies to be selected by the Grantor, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to a Trustee or Mortgagee, and, in the event of loss, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until said indebtedness is fully paid; (5) To pay all other indebtedness, 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 foreclose such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or any part thereof, or 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, at the rate of interest of seven per cent, per annum, shall be an 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 accrued interest, shall be due to 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 due to the legal holder 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 that all expenses and disbursements paid or incurred by the grantor or the holder of said premises in connection with the foreclosure hereon, including reasonable attorney fees, out-of-pocket expenses, postage, and other charges, cost of procuring or completing abstract showing the whole title of said premises, including the recording of the same, 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 premises, or any other party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid on demand, and shall 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 deemed, nor a decree hereof given, until all such expenses and disbursements, and the cost of suit, including collector's fees have been paid. The grantor, her heirs, assigns, and the heirs, assigns, 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 in 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 pay, then  
Thomas F. Bussey of said County is hereby appointed to be first receiver 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 receiver 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 paying his reasonable charges.

Witness the hand and seal of the grantor this 28th day of JUNE 1984  
X Clarence Glen (SEAL)  
X Gwendella Glen (SEAL)  
28 JUN 1984 08:30:00 C. SIKORA (SEAL)

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State of Illinois  
County of Cook } 56.

I, Carol McQueen  
Notary Public in and for said County, in the State aforesaid, do hereby certify that 27269063 A. — Rec 10.00  
Clarence Ben & Awendelle Ellen (WIFE)

personally known to me to be the same person S, whose name is subscribed to the foregoing instrument, appeared before me the day in person, and acknowledged that he 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.

me under my hand and Notarial Seal, this 28 day of JUNE, A. D. 1984.

Carol McQueen  
Notary Public

25 SEP 84 2:01

10.00

27269063

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

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
CORRECT GENERAL CONT.

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

END OF RECORDED DOCUMENT