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27269083

49-39719

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor SAMUEL EMMETT AND WIFE ELLA MBE AS JOINT TENANTS

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of FORTY THOUSAND TWO HUNDRED FIFTY SEVEN AND 00/100 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 49, IN A. H. PENCE'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 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 SAMUEL EMMETT AND WIFE ELLA MBE AS JOINT TENANTS justly indebted upon one principal promissory note bearing even date herewith, payable LAKE VIEW TRUST SAVINGS

payable in 60 successive monthly installments each of 70.96 due MONTHLY on the note commencing on the 24th 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 Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of due in each year, all taxes and assessments against said premises, and to reimburse the holder of said premises for any taxes and assessments against said premises that may have been levied or assessed; (3) to keep all buildings now or at any time on said premises insured in compliance to be required by the grantor herein, who is hereby authorized to place such insurance in compliance with 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 Mortgagee or Trustee until the indebtedness is fully paid; (4) to pay all other encumbrances, 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 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 above covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall become due and payable to the holder of the first mortgage indebtedness, without notice, and with interest thereon from time of such breach, at seven per cent, per annum, and the holder of the first mortgage indebtedness, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms.

If as required by the grantor, all such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as one, and included 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 one, and included 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 one, and included 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 one, and included as such, may be a party, shall also be paid by the grantor.

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 above covenants and agreements are performed, the grantor or the successor in trust, shall release said premises to the party entitled, on paying the reasonable charges.

Witness the hand and seal of the grantor this 27th day of JULY A. D. 1987

Samuel Emmett (SEAL)
Ella Emmett (SEAL)

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State of Illinois
County of Cook } 55.

I, Carol McQueen
a Notary Public in and for said County, in the State of said Illinois, do hereby certify that Samuel Emmitt 488 E. 29th St. Chicago, Ill. 2725983-A — Rec 10.00
personally known to me to be the same person, whose name AKK subscribed to the foregoing instrument, appeared before me 27 day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Witness under my hand and Notarial Seal, this 27 day of July A. D. 19 84.

Carol McQueen
Notary Public

25 SEP 84 2: 05

10.00

Property of Cook County Clerk's Office

Box No. 44

SECOND MORTGAGE
Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
COLLECT GENERAL COST

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

2725983-A

END OF RECORDED DOCUMENT