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TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, that the Grantor SAMUEL F. HUMPHREY AND WIFE, Esq.,
M.A.C., A.S., JOINT TENANTS,

of the S. C.I.T.Y. of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of F.FOUR THOUSAND TWO HUNDRED FIFTY SEVEN & 46/100 Dollars
in hand paid, CONVEY. AND WARRANT ...to.. GERALD E. SKORA, 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 C. I. T. Y. of CHICAGO County of COOK and State of Illinois, to-wit:
LOT 49, IN N. A. M. PENCE'S SUBDIVISION OF THE NORTHEAST
QUARTER OF THE NORTHWEST QUARTER R. D. F. THE NORTHERN
QUARTER, D. F. SECTION 17, TOWNSHIP 3 P. NORTH, RANGE 14,
EAST, R. F. 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.

IN TRUST, severally, for the purpose of the performance of the covenants and agreements herein contained, the undersigned, jointly and severally, do hereby make and give unto the City of Lakewood, Colorado, a joint tenancy, a principal promissory note, bearing even date herewith, payable

payable in 60 successive monthly installments each of 70.96 due MONTHLY
on the note commencing on the 24 day of OCTOBER 1981, 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

thorized to place such increases in amounts acceptable to the holder of the first mortgage indebtedness, with loss clause attached payables, *etc.*, to the first Trustees or Mortgagors, and second, to the Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; *to* pay all premium, interest, taxes, and other expenses of the policy.

In the Event of failure so to insure, or to pay taxes or assessments, or the prior incurrence of the interest when due, the grantor, *the holder of said indebtedness*, may procure such insurance, or pay such taxes or assessments, or discharge the prior tax or other affecting said premises or pay all premium, interest, taxes, and other expenses of the policy, and the interest thereon from time to time, and thereafter to pay to the grantor, *agrees to*, to repay immediately without demand, and to cause with interest on the sum so advanced, payment at seven per cent, per annum, to the holder of said indebtedness.

In the Event of a breach of any of the aforesaid covenants or agreements by the whole of said indebtedness, including principal and all accrued interest, *at the rate of* the legal rate thereof, *and without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be liable*, able to foreclose thereon, or by suit at law, or equity, the same if all of said indebtedness had been matured by agreed terms.

In the Event of a suit or proceeding in connection with the foreclosed herein, *including reasonable solicitors fees, outlays for documentary evidence, stenographer's charge, cost of procuring or completing abstract showing the whole title of premises embraced by the same* — shall be paid by the grantor, *etc.*, 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 may hereinafter be a party, shall also be paid by the grantor, *etc.* All such expenses and disbursements shall be an additional sum to be added to the principal, and included in the amount due, given until, *and after* all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, *etc.*, for said grantor, *etc.*, and for the heirs, *etc.*, administrators and executors of grantor, *etc.*, *waives all right to the possession of, and income from, said premises pending such foreclosed proceedings, and agrees, etc.* 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, *etc.*, or to any party claiming under said

In the event of the death, removal or absence from said Cook County, the grantee, or his or her refusal or failure to act, then
Thomas F. Bissell of and County is hereby appointed to first inform him of this trust and, if he
any like cause or reason shall fail or refuse to act, then the trustee shall be the Acting Recorder of Deeds of County and he is hereby appointed to be such recorder during the time of his or her
trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release and promises to the party aforesaid, on reserving his

We left Lakewood after dinner this 27 day of October 1984

Grantor...this 27 day of July A.D. 19⁸.....
Oscar E. Smith (Signature) (SEAL)
Oscar E. Smith (Signature) (SEAL)
T. L. Smith (Signature) (SEAL)
..... (SEAL)
..... (SEAL)

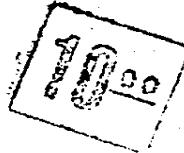
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State of Illinois
County of Cook } 55

I, Carol McCuen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Samuel Committee, of 7259083-A — Rec 10.00
personally known to me to be the same persons whose names P.R.C. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I have 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.
I am under my hand and Notarial Seal, this 27
day of July, A. D. 1984.

Carol McLean
Notary Public.

25 SEP 84 2:05



Box No. / . 446

SECOND MORTGAGE

Christ Deep

TO
GERALD E SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:

LAKE VIEW TRUST AND SAVINGS BANK
3201 N ASHLAND AVE., CHICAGO, IL 60657
312/525-2100

END OF RECORDED DOCUMENT