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27269085

TRUST DEED SECOND MORTGAGE NO. 101NW

49-39722

This Indenture, WITNESSETH, That the Grantor

Duane H. Lewis and Delores Lewis as joint tenants (his wife)

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Four thousand eight hundred thirty five and 52/100 Dollars

to hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee
of the City of Chicago County of Cook and State of Illinois
to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein

being 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 38 in Cummings and Company's 55th Boulevard Addition, in the Southeast 1/4 of Section 7, 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 Duane H. Lewis and Delores Lewis as joint tenants (WIFE) justly indebted upon one principal promissory note bearing even date herewith, payable Lakeview Bank Chicago Illinois

payable in 48 successive monthly installments each of 100.74 due MONTHLY on the note commencing on the 22 day of DEC 22 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 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, in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, 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 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 other lien on 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 on 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 by this Indenture.

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 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's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, or the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by a 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dissolved, 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, or to any party claiming under said grantor, appoint a receiver to take possession and 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 the 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 the 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 19 day of July A. D. 19 84

X Duane H. Lewis (SEAL)

X Delores Lewis (SEAL)

27269085 (SEAL)

(SEAL)

27269085

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State of Illinois } ss.
County of Cook

I, ENA T. KRAKOWSKA

a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that rec. 10.00
DUANE H. LEWIS AND DELORES LEWIS (WIFE)

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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.

Given under my hand and Notarial Seal, this 19
day of July A. D. 19 84

Ena T. Krakowska
Notary Public.
MY COM. EXP: MARCH 27, 1988

Property of Cook County Clerk's Office

10.00

25 SEP 84 2:05

27269085

Box No. 146
SECOND MORTGAGE
Trust Deed

TO
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:
WIRE CITY ENTERPRISES

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

END OF RECORDED DOCUMENT