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27269096

49-39786

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Mary E. Williams (A. WIDOW & NOT SINCE REMARRIED)

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Four Thousand Four Hundred Twenty Five & 48/100 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:

Lots 14 and 15 in Block 20 in Jernberg's Subdivision of Blocks 2, 5 to 8, 11 to 28 and the Resubdivision of Block 4 in Rood and Weston's Addition to Morgan Park, being a Subdivision of the West half of the North East Quarter (except the North 20 acres) and the East half of the North West quarter (except the North 20 acres), of Section 20, Township 37 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 Mary E. Williams (A. WIDOW & 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 \$122.93 due MONTHLY, on the note commencing on the 02 day of November, 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 to demand to exhibit receipts therefor; (3) within ten days after the receipt of any notice of sale or other process, to pay all taxes and assessments against said premises, and to pay all expenses of removal of all personal property from 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, and second, to the Trustee 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; (6) to pay all prior installments of taxes and assessments on the premises, and all other expenses of the same, as and when due.

In the Event of failure so to insure, or to pay taxes or assessments, or the prior liens 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 title affecting said premises or pay all prior liens and the interest thereon from time to time, and 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, and to recoverable by foreclosure.

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, and to recoverable by foreclosure.

It is Agreed by the grantor...that all costs and disbursements of suit or proceeding in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embodied in a foreclosure decree—shall be paid by the grantor...and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as and when required, shall be liable to pay up to the present time, and any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, or 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 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, 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 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 18th day of September, A. D. 1984.

X Mary E. Williams (SEAL)

(SEAL)

(SEAL)

25-52-61-02028 - \$1500000 n. v. — UCC (SEAL)

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State of Illinois
County of Cook } ss.

SEP-25-84 939638 • 27269096 A — Rec 10.00
I, Alex Eisenberg

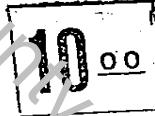
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Mary E. Williams (A. WIDOW & NOT SINCE REMARRIED)

personally known to me to be the same person ... whose name I.S. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she .. signed, sealed and delivered the said instrument as a 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 18th
September 84
day of September A.D. 1984

Alex Eisenberg
Notary Public.

25 SEP 84 2:06



Box No. 146

SECOND MORTGAGE

Trust April

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Loy Construction Co.

LAKEVIEW TRUST AND SAVINGS BANK
3201 N ASHLAND AVE, CHICAGO, IL 60657
312/655-2180

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END OF RECORDED DOCUMENT