

# UNOFFICIAL COPY

27283543

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Lamar H. Bloodworth and Frances E. Bloodworth  
 (hereinafter called the Grantor), of 414 West Webster Chicago Illinois, 60614  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of Twenty-Seven Thousand and 00/100 Dollars  
 in hand paid, CONVEY S. AND WARRANTS to Marina Bank  
 of 307 North Michigan Avenue Chicago Illinois 60601  
 (No. and Street) (City) (State)  
 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, air-conditioning, 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:

PARCEL 1

Lot 17 and 18 in Block 23 in Johnston Robert's and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2

Lots 19 and 20 in Subdivision of Block 23 in Johnston, Roberts and Storr's addition to Chicago in The West 1/2 of the South East 1/4 of Section 4, Township 39 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 Lamar H. Bloodworth and Frances E. Bloodworth justly indebted upon \$27,000.00 principal promissory note bearing even date herewith,

Note executed by Webster Productions, Inc. guaranteed by Lamar H. Bloodworth and Frances E. Bloodworth. Note bears interest at the Marina Bank's Prime Rate plus 1 1/2% per annum with sixty (60) monthly installments of \$450 principal plus interest, first payment due November 10, 1984 and final payment on October 10, 1989.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided, or according to any agreement extending time of payment; (2) to pay when due 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 indebted to him with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, such policies shall be left and remain with the said Mortgagees or Trustees 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 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 eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 then matured by express term.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 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 proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which suit complaint is filed may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is: Lamar H. Bloodworth and Frances E. Bloodworth

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Marina Bank or its successors 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 S this 24th day of September, 1984

Lamar H. Bloodworth (SEAL)  
Lamar H. Bloodworth  
Frances E. Bloodworth (SEAL)  
Frances E. Bloodworth

This instrument was prepared by A. W. Rodriguez/Marina Bank, 307 N. Michigan Ave. Chicago, IL  
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Sylvia Dobrich, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lamar H & Frances E. Bloodworth

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 24th day of September, 1984.

(Impress Seal Here)

*[Signature]*  
Notary Public

My Commission Expires June 3, 1985

COOK COUNTY CLERK'S OFFICE  
27283543  
963747  
10.00

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO \_\_\_\_\_

10¢

MAIL TO

Hand To  
A.W. FOHLGUEZ  
MICHIGAN BANK  
307 N. MICHIGAN  
CHICAGO, IL 60601

27283543

END OF RECORDED DOCUMENT