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TRUST DEED—SECOND MORTGAGE FORM—ILLINOIS

27286732

44-40310

This Indenture, WITNESSETH, That the Grantor CHARLES W. RHODES, JR. AND WIFE EVELYN RHODES AS JOINT TENANTS

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED SIXTY-SIX & 76/100 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 35 IN THE SUBDIVISION OF BLOCK 11 IN HARDINGS SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor CHARLES W. RHODES, JR. AND WIFE EVELYN RHODES AS JOINT TENANTS justly indebted upon one principal promissory note, bearing even date herewith, payable LAKE VIEW TRUST & SAVINGS BANK

payable in 84 successive monthly installments each of 101.39, due MONTHLY on the note commencing on the 11 day of FEBRUARY 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenant and agree 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 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with two clauses attached payable first, to the Trustee of Mortgage, 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 said 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 so insure, or pay taxes or assessments, or to keep buildings or improvements on said premises insured as herein provided, or to pay all prior incumbrances, or to pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances at the interest thereon from time to time, and all 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, shall be so much additional indebtedness secured hereby.

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 be due to the holder 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 said indebtedness had been matured by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure hereof including reasonable solicitor fees, outlays for documentary evidence, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises embracing former owners, 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney'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 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 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 11 day of July A. D. 1984.

Charles W. Rhodes, Jr. (SEAL) Evelyn Rhodes (SEAL)

THIS IS A JUNIOR MORTGAGE

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State of Illinois }
County of Cook } 55.

101-984 965001 27286732 A - 001 10.00

I, Carol McQuinn
a Notary Public in and for said County, do hereby certify that
Charles W. Thraus, Jr. & Evelyn Rhoades (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 11
day of July A. D. 1984
Carol McQuinn
Notary Public.

Property of Cook County Clerk's Office

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9 OCT 84 12:24



Box No. 146
SECOND MORTGAGE
Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
COLLECT SERVICE CO.

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. WILSON AVE., CHICAGO, IL 60657
312/825-2180

27286732

END OF RECORDED DOCUMENT