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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor SYDNEY B. WHEELER

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS, for and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED FIFTY-SIX AND 00/100 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: THE NORTH ONE HALF (1/2) OF LOT 43 AND ALL OF LOT 44 IN BLOCK 19 IN COCHRAN'S 3RD ADDITION TO EDGEWATER'S A SUBDIVISION OF EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 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 SYDNEY B. WHEELER justly indebted upon ONE principal promissory note, bearing even date herewith, payable LAKEVIEW TRUSTING SAVINGS BANK

payable in 60 successive monthly installment, each of \$12.50 due MONTHLY on the note commencing on the 13 day of November 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest

THIS IS A JUNIOR MORTGAGE

This 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 inhibit receipt thereof; (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 Trustee 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 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 indebtedness is fully paid; (6) to pay all prior encumbrances, 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 the prior encumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or pay all prior encumbrances and 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 at the rate of 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 accrued interest when, at the option of the legal holder thereof, without notice, becomes 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 then matured by express terms.

In as much as the grantor shall 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 abstract showing the whole title of said premises embracing foreclosure of said premises shall be paid by the grantor 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 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 decree be entered, until all such expenses and disbursements, and the cost 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 the court in which such bill is filed, may at once and without notice to the said grantor, or in 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 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 to 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 to this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release and premise to the party entitled, on receiving the reasonable charges

Witness the hand and seal of the grantor this 06 day of September A. D. 1984

Sydney B. Wheeler (SEAL)

Gerald E. Sikora (SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

State of Illinois
County of Cook) ss.

I, Carol McQueen
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Sydney B. Wheeler & Michael Wheeler
personally known to me to be the same person(s) whose name is/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 06
day of SEPTEMBER, A. D. 1984

Carol McQueen
Notary Public

Property of Cook County Clerk's Office

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27286736

Box No. 146

SECOND MORTGAGE

Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Correct New's Corporation

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

END OF RECORDED DOCUMENT