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CSLCA, EXEL

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27286742

This Indenture, WITNESSETH, That the Grantor Alfred S. BOWENS and Cherry A. BOWENS, his wife

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Sixty three hundred sixty one & 92/100 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: Parcel 1: Lot 58 in Doris Sanger's Resubdivision of Lots 24 to 46 in Block 124 and part of Lots 10 to 22, inclusive, in Block 123 in Cornell, in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: P-58 in Doris Sanger's Resubdivision of Lots 24 to 46 in Block 124 and part of Lots 10 to 22, inclusive, in Block 123 in Cornell, in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, IL

SEE ATTACHED RIDER

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 ALFRED S. BOWENS AND MRS. CHERRY A. BOWENS

justly indebted upon one principal promissory note bearing even date herewith, payable HEREIN TRUST SAVINGS BANK

payable in 48 successive monthly installments each of \$132.54 due MONTHLY on the note commencing on the 09 day of April 1984, and on the same date of each month thereafter, until paid, with interest at the highest lawful rate.

THIS IS A TRUST DEED

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 prior to the first day of June in each year, all taxes and assessments against said premises, and 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 covered 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, who in 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 or Mortgagee, and second, to the Trustee hereon 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 insure, or pay taxes or assessments, or the prior incumbrances 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 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 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, 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 in foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

In the Event of the grantor's death all expenses and disbursements paid or incurred in behalf of complainant 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, 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 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 the reasonable charges.

Witness the hand and seal of the grantor this 25 day of Sept 1984 A. D. 1984

X Alfred S. BOWENS (SEAL)

X Cherry BOWENS (SEAL)

(SEAL)

(SEAL)

(SEAL)

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TRUST DEED—SECOND MORTGAGE

Parcel 3: Easement for ingress and egress as contained in the Declaration of Easements, Party Writs and Covenants and Restrictions recorded as Document 20430050 and created by Deed from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 27, 1976 and known as Trust Number 38837, to Delores Washington, dated July 19, 1977 as Document Number 24029866.

44-39797

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State of Illinois }  
County of Cook } 515.

I, Stuart R. Keisner  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Alfred S. Bowers and Cherry A. Bowers, his 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 25  
day of SEPTEMBER A. D. 19 84  
Stuart R. Keisner  
Notary Public.

Property of Cook County Clerk's Office

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Box No. 146

SECOND MORTGAGE

**Trust deed**

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

First Metropolitan Bank

Lakeview Trust & Savings Bank  
3201 N. Ashland Ave.  
Chicago, Ill. 60657  
312/525-2180

END OF RECORDED DOCUMENT