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49.40306

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

**This Indenture**, WITNESSETH, That the Grantor  
 Edward W. Flowers and Wife Dorine M. Flowers  
 of the City of Chicago, County of Cook and State of Illinois  
 for and in consideration of the sum of Eleven thousand seven hundred fifty three & 28/100ths  
 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 fol-  
 lowing 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 37 in Block 1 in B.M. Baker's Addition to Englewood on the Hill,  
 being a Subdivision of the North East 1/4 of the South West 1/4 of the  
 South East 1/4 of Section 19, Township 38 North, Range 14 East of the  
 Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under the 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 Edward W. Flowers and Wife Dorine M. Flowers  
 justly indebted upon one principal promissory note, bearing even date herewith, payable  
 MAKE VIEW TRUST SAVINGS BANK  
 payable in 84 successive monthly installments each of 139.92 due MONTHLY  
 on the note commencing on the 07 day of November 1981, and on the same date of  
 each month thereafter, until paid, with interest at maturity at the highest  
 lawful rate.

THIS IS A JUDICIAL COPY

The Grantor covenant and agree as follows: (1) To pay said indebtedness, with interest thereon, at the rate and in installments provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of date in each year, all taxes and assessments levied or assessed on 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, if destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the Trustee or Mortgagee; and second, in the Trustee herein to their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee 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 of 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 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, at the option of the local 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 of said indebtedness had then matured by express terms.  
 It is AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor fees, outlays for documentary and notary public charges, cost of procuring or compiling abstract showing the whole title of said premises embracing the foreclosure hereof, 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 shall the 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 to file, 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 grantor 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 05 day of August A. D. 1981  
 Edward W. Flowers (SEAL)  
 Dorine Mitchell Flowers (SEAL)  
 Gerald E. Sikora (SEAL)

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State of Illinois }  
County of Cook } ss.

I, *Margaret Berghoff*  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
*ROSE M. MITCHELL + JACQUELINE MITCHELL*  
*EDWARD W. FLOWERS*  
personally known to me to be the same persons whose names  
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 *05*  
day of *AUGUST* A. D. 19 *84*.

*Margaret Berghoff*  
*My Comm. expires 8/4/85*  
Notary Public



Property of Cook County Clerk's Office

12 31 84 10 00  
27286827 A - 811  
101-904 965101

Box No. *146*  
SECOND MORTGAGE  
**Trust Deed**  
TO  
GERALD E. SIKORA, Trustee  
THIS INSTRUMENT WAS PREPARED BY:  
*First City Bankers*  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

END OF RECORDED DOCUMENT