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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27317883 49-40363

This Indenture, WITNESSETH, That the Grantor .....  
 Joecephus Mitts Jr. (A BACHELOR)  
 of the City of Chicago, County of Cook, and State of Illinois  
 for and in consideration of the sum of Nine thousand three hundred sixty eight & 2/100 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 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 hereto, 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 44 in North 48th Avenue Addition, Being A Subdivision of Part  
 of the North East 1/4 of Section 4, Township 39, 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 laws of the State of Illinois.  
 IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.  
 WHEREAS, The Grantor Joecephus Mitts Jr. (A BACHELOR)  
 justly indebted upon one principal promissory note, bearing even date herewith, payable  
 HARVE VIEW TRUST & SAVINGS BANK  
 payable in 84 successive monthly instalments each of \$111.43 due Monthly  
 on the note commencing on the 26 day of November 1984, and on the same date of  
 each month thereafter, until paid, with interest after maturity at the high at  
 lawful rate

THIS IS A JUDICIAL INSTRUMENT

The Grantor... 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 so 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 be committed or suffered; (5) to keep all buildings here or at any time on said premises insured in compliance 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 indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.  
 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 by 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 by 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 by seven per cent, per annum, shall be so much additional indebtedness secured hereby.

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, or receiving his reasonable charge.

Witness the hand and seal of the grantor... this 12 day of October 1984

(SEAL)  
 Joecephus Mitts Jr.  
 (SEAL)  
 (SEAL)  
 (SEAL)

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31 OCT 84 123 31

State of Illinois  
County of Cook } 45

I, Patricia Muszynsky  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
JOSEPHUS MITTS, JR. A BACHELOR  
personally known to me to be the same person whose name J.S. subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument  
as A. 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 12th  
day of October, A. D. 19 84.  
Patricia Muszynsky  
Notary Public

Property of Cook County Clerk's Office

10.00

OCT-31-84 977139 27317883 A - REC 10.00

Box No. 746  
SECOND MORTGAGE  
**Trust Beed**

TO  
GERALD E. SIKORA, Trustee  
THIS INSTRUMENT WAS PREPARED BY:  
Foster Builders, Inc.

LAKE VIEW TRUST AND SAVINGS BANK  
3231 N. ASHLAND AVE., CHICAGO, IL 60657  
312/625-2180

27317883

END OF RECORDED DOCUMENT