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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27317883 49-40363

This Indenture, WITNESSETH, That the Grantor

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 & 52/100 Dollars

in the City of Chicago County of Cook and State of Illinois, to wit:
and the successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following leased 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, subject to the terms and conditions contained in this instrument.

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....Josephus..Mitts..Jr.....(A. BACHELOR.)

justly indebted upon one principal promissory note, bearing even date herewith, payable

payable in 84 successive monthly instalments each of \$11.13 due Monthly
on the note commencing on the 26th day of ~~January~~, 1897, on the same date of
each month thereafter until paid, with interest after maturity at the highest

..... each month thereafter, until paid, with interest after maturity at
the lawful rate.

The 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 respecting same, at the time of payment; (2) to 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 thirty days after payment or damage to rebuild or restore all buildings or improvements that may have been destroyed or damaged; (4) that waste to a reasonable extent, shall not be committed upon any part of the premises; (5) that no encumbrances shall be placed upon the premises that may be created by the Grantor, except to secure to the Trustee such amounts as may be acceptable to the holder of the first mortgage, and which amounts shall be attached to the first Trustee or Mortgagor, until the indebtedness is fully paid; (6) to pay all price, insurance, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure so to insure, or pay taxes or assessments, or the prior insurancem of the interest thereon when due, the grantee or the holder of said indebtedness, may, at his option, pay all such taxes or assessments, or the prior insurance of the interest thereon when due, and all money so paid, the grantee, . . . , to repay immediately without demand, and the same with interest thereon from the date of payment

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 shall, at the option of the creditor thereunder, 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 the creditor thereunder, or by suit at law, or both, the same as at all of said indebtednesses.

If it appears by the grantor . . . that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the enforcement of any of the aforesaid covenants or agreements, including the whole of said expenses and disbursements, including reasonable attorney's fees, shall be paid by the grantor . . . and the like expenses and disbursements, occurring 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, occurring 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, occurring by any suit or proceeding, which proceed, whether due or not, shall be disbursed, no release of any debt given, shall be made, and such expenses and disbursements, and the costs of suit, including solicitors' fees, have been paid, the grantor . . . and his grantee . . . and/or the heirs, executors, administrators, and personal representatives of either, shall be entitled to judgment for the amount so disbursed, and for the sum of five dollars (\$5.00) for each day from the date of the filing of any bill in this Court, in which such bill is filed, may at once and without notice to the grantee or any holder of the said grantee . . . against a receiver to take possession of or charge of said premises with power to collect the rents, issues and profits of the said grantee . . .

In case 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 persons who shall then be the acting Bequests of Deed of County 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 in the party entitled, or receiving his
reasonable charge.

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

✓ Josephus Mitten (SEAL)
(SEAL)
(SEAL)

MAP

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State of Illinois
County of Cook

REC'D 4 OCT 1981

I, *Peter J. Muszyński*,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOE DEPHIS MITTS, Jr. A BACHELOR

personally known to me to be the same person whose name *T.J.* is 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*81*.

Peter J. Muszyński
Notary Public



OCT 31 1981 977159 27317847 A - REC 10.00

273178833

Bar No. 146
SECOND MORTGAGE

Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Trustee Builders Inc.

LAKEVIEW TRUST AND SAVINGS BANK
3001 N ASHLAND AVE., CHICAGO, IL 60645
312/525-2180

REC'D 4 OCT 1981

END OF RECORDED DOCUMENT