

RECEIVED IN BAD CONDITION

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49-40351

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture,

WITNESSETH, That the Grantor

Pat Zacarias (A SINGLE PERSON)

of the City of Chicago, County of Cook, and State of Illinois

in consideration of the sum of Four thousand six hundred thirty one and 40/100 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: Lot 27 in Block 3 in W.F. Kaiser and Company's Altanys Park Subdivision being a Subdivision of Lot 12 and Part of Lot 5 lying South of the Center line of North Branch of the Chicago River in Jacksons Subdivision of the South East Quarter of Section 11, and The Northwest Quarter of Section 12, Township 40 North, 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 Pat Zacarias (A SINGLE PERSON)

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

LAKE VIEW TRUST SAVINGS BANK

payable in 60 successive monthly instalments each of \$105.00 Monthly

on the note commencing on the 22 day of NOVEMBER 1984, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

THIS IS A JUNIOR MORTGAGE

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 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 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 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 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 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 as 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, 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's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—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 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 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 22 day of SEPTEMBER A. D. 1984

X [Signature] (SEAL)

(SEAL)

(SEAL)

(SEAL)

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31 OCT 84 12 40

State of Illinois }  
County of Cook } 555.

I, M. Maliph Burtoway  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Pat Zaccarias (A. SINGLE PERSON)  
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 22  
day of SEPTEMBER A. D. 19 84

M. Maliph Burtoway  
My Comm. expires 11/91  
Notary Public

Property of Cook County Clerk's Office

OCT-31-84 977198 27317911 A - REC 10.00

10.00

Box No. 246  
SECOND MORTGAGE  
**Trust Deed**

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
FIRST CITY BUILDERS

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

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