

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27317944

49-38962

This Indenture, WITNESSETH, That the Grantor Mable C. Dotson, a widow

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

for and in consideration of the sum of Thirteen thousand two hundred ninety four & 44/100 Dollars in hand paid, CONVEY, AND WARRANT, to GERALD E. SIKORA, Trustee

of the City of Chicago, County of Cook, and State of Illinois, 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 9 in Block 15 in Lee's Subdivision of the West Half of the Southeast Quarter of Section 20, Township 38 North, Range 14, 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 MABLE C. DOTSON, A WIDOW justly indebted upon one principal promisory note bearing even date herewith, payable LAKEVIEW BANK

payable in 36 successive monthly instalments each of \$369.29 due MONTHLY on the note commencing on the 18 day of NOV 1934, 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 covenants and agrees to pay the principal and interest on said note 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 on said premises, 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 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 insurance 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 other charges 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 by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

In addition the grantor agrees 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 evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing former decrees 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 his reasonable charges.

Witness the hand and seal of the grantor this 4 day of OCTOBER A. D. 1934

X Mable C. Dotson (SEAL)

(SEAL)

(SEAL)

(SEAL)

27317944

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, Stuart R. Krivina 31-04 977231 27517944 A - REC 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
Mable C. Dotson, a widow

personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument
as her 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 4
day of OCTOBER, A. D. 19 84

Stuart R. Krivina
Notary Public

Property of Cook County Clerk's Office

31 OCT 84 12: 47

27517944

10.00

Box No. 146

SECOND MORTGAGE

Trust deed

TO
GERALD E. SKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
1st METROPOLITAN BUILDERS

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

END OF RECORDED DOCUMENT