

27317959

49-40704

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Ernest M. Mitchell and wife Ida C. as joint tenants

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

for and in consideration of the sum of Sixty Two Hundred Seventy One & 80/100 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 38 in Vernon R. Louck's Subdivision of Block 24 in Dewey and Vance Subdivision in the South Half of Section 30, 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 Ernest M. Mitchell and wife Ida C. as joint tenants justly indebted upon One principal promissory note, bearing even date herewith, payable in 60 successive monthly installments each of 104.53 due MONTHLY on the note commencing on the 26th day of November 1984, and on the same date of each month thereafter, until paid, with interest thereafter at the highest lawful rate.

THIS IS A MORTGAGE INSTRUMENT. THE GRANTOR... and agrees... 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 or premium 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; (6) to pay, 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; (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) to pay, to the holder of said indebtedness, any taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay a prior incumbrance 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; (9) 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 be 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, and to be enforceable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (10) in the event of a foreclosure by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof... and reasonable solicitor fees, outside of documentary evidence, stenographic charges, cost of preparing and completing abstract showing the whole title of said premises embraced in this deed, 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 collected in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, or relief as 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 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 12th day of OCTOBER A. D. 19 84. By Ida C. Mitchell x Ernest M. Mitchell Pursuant to Power of Atty. ERNEST MITCHELL, JR.

UNOFFICIAL COPY

State of Illinois
County of Cook } 55.

I, Stuart R. Kuisman 01-31-04 977246 27317959 A - REC 10.00
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ernest M. Mitchell and
wife Ida C. as joint tenants

personally known to me to be the same persons, whose names S are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
as the 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 12
day of October, A. D. 1984 Stuart R. Kuisman
Notary Public.

Property of Cook County Clerk's Office

31 OCT 84 12:51

10.00

27317959

Box No. 146

SECOND MORTGAGE
Trusteed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
First National Bank

LAKE VIEW TRUST AND SAVINGS BANK
3711 ARLING AVE., CHICAGO, IL 60657
312/625-2180

END OF RECORDED DOCUMENT