

# UNOFFICIAL COPY

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49-40716

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, that the Grantor ... Roosevelt Adams, and wife.....  
Thelma J. Adams (J)

of the City ..... of Chicago ..... County of ..... Cook ..... and State of ..... Illinois .....  
for and in consideration of the sum of ..... Twenty Nine Thousand Eight Hundred Nine & .08/100 Dollars  
in hand paid, CONVEYS AND WARRANTS 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 everything 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:

101 31 I.H. BLOCK 3, N. STORE'S SUBDIVISION  
OF AUBURN, A. RES. SUB-DIVISION OF PART OF  
BLOCK 1, T.D. 16, INCLUSIVE IN THE WEST 1/2 OF  
THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP  
38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY.

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 ... Roosevelt Adams, and wife Thelma J. Adams (J)  
justly indebted upon ..... one ..... principal promissory note, bearing even date herewith, payable  
to Lake View Bank and Trust

payable in ..... 84 ..... successive monthly installments each of \$354.87 due ..... M.D.H.T.H.Y.  
on the note commencing on the ..... 10 ..... day of ..... October 19 84 ..... and on the same date of .....  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

THIS IS A JURIDICAL DOCUMENT

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 the time of payment; (2) to pay prior to the first day of January in each year, all taxes and assessments against said premises, and on demand to execute, receipt therefore (3) within ten days after the receipt of a written notice from the holder of this instrument, all building insurance policies that may have been taken out on or during the time of holding title 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 acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to Trustee or Mortgagee, who shall be entitled to receive the premium, which premium shall be paid to the first Trustee or Mortgagee or Trustee under the indebtedness as fully paid; (6) to pay all prior insurance premiums and the interest thereon, at the time of payment when the same shall become due and payable.

In the Event of failure so to insure, or to pay taxes or assessments, or the prior insurances or the interest thereon when due, the grantee 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 insurances and the interest thereon when due, and the same with interest 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, in addition to 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 in the manner of law.

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 attorneys fees, outlays for documentary evidence, messenger's charges, cost of procuring or completing abstract showing the whole title of said premises embracing the same, decree of sale, costs of sale, costs of advertising, costs of publication, costs of recording, costs of filing, costs of removal of all fixtures, and all other expenses and disbursements, 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, or set aside, unless the same is set aside by the court, and the grantor, or his heirs, executors, administrators and assigns of said grantor, will, at all times, be liable for the payment of, and will remain from time to time liable for, such foreclosed proceedings, and agrees to pay at 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 said County is hereby appointed to be second successor in this trust; and it is further agreed that 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 ..... 03 ..... day of ..... OCTOBER ..... A.D. 84.

X) Roosevelt Adams ..... (SEAL)

..... Roosevelt Adams ..... (SEAL)

X) Thelma J. Adams ..... (SEAL)

..... Thelma J. Adams ..... (SEAL)

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State of Illinois .....  
County of Cook ..... 55.

I, Marilyn A. Anderson, 10/26/31-935453, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roosevelt Adams, and wife, Thelma J. Adams, (J),

personally known to me to be the same person, whose name is ..... 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Signed under my hand and Notarial Seal, this 13  
day of October, A.D. 1964. *Marilyn A. Anderson*  
Notary Public.

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Box No. 146

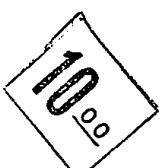
SECOND MORTGAGE

Trust Deed

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
*Budget Construction Co.*

LAKEVIEW TRUST AND SAVINGS BANK  
320 N ASHLAND AVE, CHICAGO, IL 60657  
312/525-2180



END OF RECORDED DOCUMENT