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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27348936

49-46720

This Indenture, WITNESSETH, That the Grantor **JAMES HARRONAY AND WIFE**, **PINKIE AS JOINT TENANTS**,

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS, in consideration of the sum of **SIX THOUSAND FORTY-Four & 64/100 Dollars**, and paid, CONVEY, AND WARRANT to **GERALD E. SIKORA**, Trustee,

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

and his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following detailed real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appertaining 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 5, R. 40, ID. BLOCK 1, IN TANIA, A. SUBDIVISION  
R.F. SECTION 19, TOWNSHIP 38, NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN.

Herby 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 **JAMES HARRONAY AND WIFE PINKIE AS JOINT TENANTS** justly indebted upon one principal promissory note bearing even date herewith, payable

LAKEVIEW TRUST & SAVING'S BANK,

payable in 84 successive monthly installments each of \$1,000 due MONTHLY  
on the note commencing on the 09 day of December, 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 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 and on demand to exhibit and thereafter to pay all taxes and assessments on all buildings and structures on and about the said premises, and to pay all taxes and assessments on all buildings and structures on the said premises shall not be committed or suffered; (3) to keep all buildings and structures at any time on said premises insured in companies to be selected by the grantor herein, and 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 Mortgagor or Trustee until the indebtedness is fully paid; (4) to pay all prior taxes and assessments, and other charges which may be levied on the said premises, and the same shall become due and payable.

In case of failure to pay any tax or assessment, or discharge or purchase any tax lien or title affecting said premises or pay all prior indebtednesses 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 percent per annum, or if less, then at the rate of interest charged by the bank holding the same.

In case 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 case of a breach of any of the aforesaid covenants or agreements, and the same shall have occurred, the grantor or any holder of any part of said indebtedness, or is a party by the grantor, or by the holder of any part of said indebtedness, shall be entitled to sue in behalf of himself or herself, in connection with the foreclosure hereof—including reasonable collectors fees, attorney's fees, and court expenses, costs of process or service, and all other expenses, including attorney's fees, incurred in collecting the whole title of said premises embracing foreclosed debt—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 item on said premises, shall be taken as costs and included in any decree that may be rendered in the foreclosure proceedings, which decree shall have been satisfied or made null and void, and for a new decree to be given, until all expenses and disbursements and the same including collectors fees have been paid by the grantor...and the holder, trustees, 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 to 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 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 charge.

Witness the hand...and seal...of the grantor this 23 day of SEPTEMBER A.D. 1984.

*James Harronay* (SEAL)  
*Robert Harronay* (SEAL)  
.....(SEAL)  
.....(SEAL)

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

I, ..... *Patrick J. Pierce*,  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that ..... *James HARRAWAY & P.N.K. HARROWAY (wife)*.

personally known to me to be the same person whose name is ..... *A.P.C.* ..... 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.

..... under my hand and Notarial Seal, this  
day of ..... *SEPTEMBER* ..... A.D. 19 *84*.

23

*Patrick J. Pierce*  
Notary Public.

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10/26/84 9:38:43 AM 27348936 A - REC \$ 10.00

Box No... 146

**SECOND MORTGAGE**

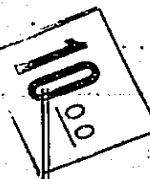
**Trust Deed**

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

*Collect General Cont*

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/625-2160



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**END OF RECORDED DOCUMENT**