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27348938

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

49-40719

This Indenture, WITNESSETH, That the Grantor HOUSTON A. KEYS AND WIFE
MARGARET, AS JOINT TENANTS

of the CITY of CHICAGO, County of COOK and State of ILLINOIS
for and in consideration of the sum of THREE THOUSAND SIX HUNDRED TWENTY-NINE 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 fol-
lowing 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 256 AND 255 (EXCEPT THE NORTH 12 1/2 FEET), BLOCK 4
IN YONGE & CLARK STS. 3RD. ADDITION TO KENNINGTON,
A SUBDIVISION OF THE NORTHWEST QUARTER OF THE
NORTH EAST QUARTER OF THE NORTH EAST QUARTER
(EXCEPT THE EAST 12.565 FEET) OF SECTION 28,
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN.

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 HOUSTON A. KEYS (HIS WIFE MARGARET, AS JOINT TENANTS)
justly indebted upon one principal promissory note bearing even date herewith, payable
LAKE VIEW TRUST SAVINGS BANK

payable in 36 successive monthly instalments each of 100.00 due MONTHLY
on the note commencing on the 07 day of DECEMBER 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 on 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 grantor hereto; (6) hereby au-
thorized 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 Mortgagor, 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.

In the Event of failure to so 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... agree... 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 as a
foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.
In the Event of a breach of any of the aforesaid covenants or agreements or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable
attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees,
— 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 14 day of SEPTEMBER A. D. 1984

Houston Keys (SEAL)
Margaret Keys (SEAL)

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State of Illinois
County of Cook } ss.

I, Carol McQueen 453 27349938 A. - 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Houston Faye & Margaret Faye (w/f)
personally known to me to be the same person S whose name 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and Notarial Seal, this 11
day of SEPTEMBER A. D. 19 84
Carol McQueen
Notary Public

26 NOV 84 12 36

10.00

Box No. 146
SECOND MORTGAGE
Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Correct Legal Cont.

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. RAND AVE., CHICAGO, IL 60657
312/625-2180

SEP 27 1984

END OF RECORDED DOCUMENT