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27348938

49-40719

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor H. H. HOUSTON A. KEYE 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 & $\frac{5}{8}$ 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 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, ADDING AND 265, EXCEPT THE NORTH 12 $\frac{1}{2}$ FEET, BLOCK H IN YOUNG & CLARKSON'S ADDITION TO KENSINGTON, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER (EXCEPT THE EAST 12.565 FEET) OF SECTION 2 P, TOWNSHIP 37, 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. Keye and Wife Margaret, as joint tenants, justly indebted upon one principal promissory note, bearing even date herewith, payable

LAKEVIEW TRUST & SAVINGS BANK

payable in 36 successive monthly instalments each of \$100.00 due MONTHLY, on the note commencing on the 01 day of DECEMBER 1981, 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

This Grantor, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note, when, or according to any acceleration time of payment; (2) to pay, when due, all taxes and assessments, against said premises, and on the land and buildings thereon; (3) within forty days after construction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) 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, and 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 Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall remain with the said mortgages or trustee until the indebtedness is fully paid; (6) to pay all prior taxes and assessments, or the prior encumbrances or the interest thereon when due, the grantee or the holder of the first mortgage, or trustee, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title effecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid by the grantee, agrees to be repaid immediately without demand, and the same with interest thereon from time to time, at such rate as the grantee may determine, and the same shall be added to the principal of the note; (7) to pay all prior encumbrances, or the prior interest of a branch 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 thereon, or by suit at law, or equity, in the same as if all of said indebtedness were due by express terms of the note; (8) to pay all expenses of collection, including attorney's fees, and all other expenses, costs and expenses, incidental to the enforcement of any of the aforesaid covenants or agreements, or in holding possession in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charge, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—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; (9) to pay all expenses and disbursements shall be an expense upon the premises, and the costs of collection, including attorney's fees, and all other expenses, costs and expenses, incidental to such proceedings, whether the same shall have been incurred, or not, shall not be diminished, nor a release 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 case of death, removal or absence from said 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 for any like cause, or if first successor fail or refuse to act, the person who shall then be the acting Rec'dr 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 charge.

Witness the hand and seal of the grantor this 14 day of September A.D. 1981

H. Houston Keye (SEAL)
M. Margaret Keye (SEAL)
..... (SEAL)
..... (SEAL)

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State of Illinois }
County of Cook }

I, Carol McCuen, #453 27349938 A.M.E. 10.00
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
Houston Hayes & Margaret Hayes (wife)

personally known to me to be the same person whose name is A.R.E. subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she 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.

I am under my hand and Notarial Seal, this 11
day of SEPTEMBER, A.D. 1984.

Carol McCuen
Notary Public

26 NOV 84 T-36

Box No. 146

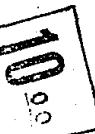
SECOND MORTGAGE

Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Concect, Inc., et al. Cont.

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



REC'D BY
Sgt. G. O. C. J.

END OF RECORDED DOCUMENT