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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27348939

44-40728

This Indenture, WITHNESSETH, That the Grantor Jean Kelley, Div. not remarried

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fifty one hundred seventy four and 40/100 ---- Dollars
in hand paid, CON VEY. AND WARRANT...to GERALD E. SIKORA, Trustee.....
of the City of Chicago County of Cook and State of Illinois
and to his successor 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 Chicago County of Cook and State of Illinois, to-wit:
Lot Three (3) in Rogers and Darling's Subdivision in the North East
Quarter of the North East Quarter of Section 22, 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 honest and 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 Jean Kelley, Div. not Remarried
justly indebted upon one principal, promissory note, bearing even date herewith, payable

LAKE VIEW TRUST & SAVINGS BANK

payable in 60 successive monthly instalments each of \$6.24 due MONTHLY
on the note commencing on the 11 day of December 19 81 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 covenants 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, standing 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 to the trustee; (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 it waives 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 the clause attached payable first, to the first Trustee, Mortgagee, and, second, to the Trustee herein, their successors and assigns, and to the holder of the second mortgage indebtedness with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all premiums on the insurance at the intervals of the time or times when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the prior incumbencies 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 incumbencies and the interest thereon from time to time, or all money so paid by the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment seven percent per annum, and shall be so charged additional interest.

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, by foreclosure thereof, or by suit at law, or before the same as if it were a said indebtedness, then made and declared to be due and payable, and in behalf of complaint in connection with the foreclosure thereof—including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, 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, including as such, may be a party, shall also be paid by the grantor such expenses and disbursements, including attorney's fees, incurred in any suit or proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release in any such suit or proceeding, or in any foreclosure, or other proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, 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 grantee 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 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 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 in 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...27th day of October A.D. 19 84

X Jean Kelley (SEAL)

51 A (SEAL)

..... (SEAL)

27348939

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State of Illinois
County of Cook } 55.

I, *Stuart R. Kausina*,
a Notary Public in and for said County, in the State aforesaid, Do ~~hereby~~ Certify that
Jean Kelley, Div., not Remarried.

personally known to me to be the same person . . . whose name . . . is . . . subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that . She . signed, sealed and delivered the said instrument
as . her . 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
day of *September* A. D. 19*84*.

Stuart R. Kausina
Notary Public.

00-2401 938454 27348939 A - Reg # 10-66

6/5/84

Box No. 146

SECOND MORTGAGE

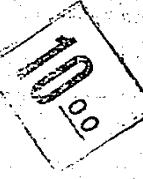
Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

First Amendment Boxes

Lakeview Trust & Savings Bank
3201 N. Ashland Ave.
Chicago, Ill. 60657
312/525-2180



END OF RECORDED DOCUMENT