

# UNOFFICIAL COPY

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(64386)

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor, Albert D. Glover and Ruth E. Glover, his wife, as joint tenants,

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Five Thousand, Four Hundred, Twenty-Nine & 52/100 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:

The South 1/2 of Lot 52 and all of Lot 51 in Block 5 as shown on a map of New Roseland, a Subdivision or part of Fractional Section 33, North of the Indian Boundary Line, and part of Fractional Sections 28 and 33, South of the Indian Boundary Line, all in Township 37 North, Range 14, East of the Third Principal Meridian plat recorded as document #813,257 in Cook County, Illinois, commonly known as 12747 S. Wallace, Chicago, Ill. Tax No. 15-33-105-018-000

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 Albert D. Glover and Ruth E. Glover, his wife, as joint tenants, justly indebted upon one principal promissory note, bearing even date herewith, payable

TO: 1st. City Builders ASSIGN. TO: LAYVIEW TRUST & SAVINGS BANK

payable in 72 successive monthly installments each of \$75.41, due on the note commencing on the 1st day of July, 1985, 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 it accrues, and in such 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 to demand to be reimbursed for, if within said day after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (3) that none to said premises shall not be construed or suffered; (4) to keep all buildings now or at any time on said premises insured in companies 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 loss clause attached payable to the first Trustee or Mortgagee, and, second, to the Trustee herein as the trustee may appear, which policies shall be held and remain with the said Mortgagees or Trustees until the said indebtedness is fully paid; (5) to pay all premiums, taxes, and other expenses of insurance, and to pay the premium on the time value of money, which shall be due and payable per annum.

In case of failure to pay taxes or pay taxes or assessments, or the prior insurances or the interest thereon when due, the trustee 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 any prior incumbrances 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, shall be so much additional indebtedness hereinafter called the "amount of balance of the above 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 percent, per annum, all to be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of the company to connect with the foreclosure hereof, including reasonable attorney's fees, and all other documentary, recording, filing, and printing expenses, shall be paid by the grantor, and the holder of said indebtedness, shall be liable for, and responsible, for all such expenses and disbursements, or incurred by any entity, including whether the grantee or any holder of any part of said indebtedness, 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 released, given, until all such expenses and disbursements, and the amount of suit, including collector's fees have been paid. The grantor, for said grantor, are for the executors, administrators, and personal representatives of the grantor, to the extent of the amount of the unpaid balance of the principal and interest, and all foreclosed proceedings, and agrees that upon the filing of any bill in foreclosure 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 instrument, 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, 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 and first successor fail or refuse to act, the person who shall 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 grantee to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 23 day of May, A.D. 1985.

Albert D. Glover (SEAL)  
Ruth E. Glover (SEAL)

(SEAL)

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State of Illinois  
County of Cook } ss.

I, Hope Wolff, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert D. Glover and Ruth E. Glover, his wife as joint tenants,

personally known to me to be the same persons whose names 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 23 day of April, A.D. 1968.

Commission Expires: 4/23/68

Notary Public

15 : 65 NO 31

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Box No. *104*  
SECOND MORTGAGE

**UNITED TRUST**

Albert & Ruth Glover  
12747 S. Wallace  
Chicago, IL

TO  
GERALD E. SIKORA, Trustee  
Lakeview Trust & Savings Bank  
3201 N. Ashland Ave.  
Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

ALEX TAPPER  
1st City Builders Inc.  
3849 W. Devon, Chicago, IL

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N ASHLAND AVE, CHICAGO, IL 60657  
312/525-2180

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