

UNOFFICIAL COPY

85056698

8-5-85 149-43877

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Emma Neal (a Widow)

of the City Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fourteen Thousand Sixty Four & 12/100 Dollars
in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee

of the City 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 10 in block 52 in Cornell in the South West
Quarter of Section 26 Township 38 North Range 14
East of the Third Principal Meridian, in Cook County,
Illinois

Commonly Known As: 7624 South Maryland, Chicago
Permanent Tax No.: 20-26-308-028

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 Emma Neal (a Widow)
justly indebted upon one principal promissory note, bearing even date herewith, payable
LAKE VIEW TRUST & SAVINGS

payable in 84 successive monthly payments each of 167.43 due monthly
on the note commencing on the 8th 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 covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as 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 furnish 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 herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage, with loss clause attached, payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) 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 great 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 lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the grantor agrees 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 interest then due, 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.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereon, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree, 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 prior or said indebtedness, or 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 filed, 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 Trustee, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and a title 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 or grantor, appoint a receiver to take possession and 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 heirs or assigns, then
Thomas F. Bussby of said County is hereby appointed to be first successor in this trust, and if for any reason 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 charge.

Witness the hand and seal of the grantor this 24th day of MAY A. D. 1985

Emma Neal

(SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

State of Illinois
County of Cook

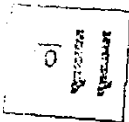
I, Alex Eisenberg
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Emma Neal (a Widow)
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that She signed, sealed 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 27th day of May, A. D. 1925

Notary Public

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THE 12 A TRIMM

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SECOND MORTGAGE

Trust Deed

Emma Neal
7624 S. Maryland
Chicago, Illinois

TO

GERALD E. SIKORA, Trustee
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.
261-D Lawrencewood Center
Niles, Illinois 60548
ALEX EISENBERG
LAKEVIEW TRUST & SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
3121525-2180

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