

UNOFFICIAL COPY 85067546

TRUSTED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITHIN AND HEREIN, that Marquette National Bank Trustee for Trust #5539 Dated 11-18-71  
(hereinafter called the Grantor), of 6316 South Western Ave, Chicago, Illinois 60636  
(No and Street) (City) (State)

for and in consideration of the sum of Twenty Thousand Six Hundred Ninety Eight Dollars & 80/100 Dollars

in hand paid, CONVEY AND WARRANT to Ford City Bank & Trust Company  
of 7601 So. Cicero Ave., Chicago, Illinois  
(No and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Above Space for Recorder's Use Only

Lots 5 and 6 in Block 21 in Fredercik H. Bartlett's First Addition to Greater 79th Street Subdivision, being a Subdivision of the Southeast 1/4 of the South East 1/4 of Section 30, also the Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 29, all in Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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 is justly indebted upon 2 principal promissory note bearing even date herewith, payable

In 60 consecutive monthly installments of \$344.98 each, commencing

June 25th, 1985 and maturing May 25th, 1990.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes or assessments against said premises, and on demand to exhibit receipts therefor, 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; (3) that waste to said premises shall not be committed or suffered; (4) 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 loss clause attached payable to the first Trustee or Mortgagee; and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first Trustee or Mortgagee or Trustee until the indebtedness is fully paid; (5) 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 so to insure, or pay taxes or assessments, or the prior incumbrances 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 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 14.54 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 14.54 per cent per annum, shall be recoverable by foreclosure hereof, 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 incurred in behalf of plaintiff in connection with the foreclosure hereof -- including reasonable attorney's fees, outlays for taking and publishing notice, sheriff's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure, etc., 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 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, or to come from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is Marquette National Bank Trustee for Trust #5539  
Is THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Ford City Bank & Trust Company 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 of 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

This trust deed is subject to

Witness the hand and seal of the Grantor this 18th day of May, 1985

Marquette National Bank as Trustee as aforesaid  
and not personally (SEAL)

By Thomas D. O'Reilly  
Vice president Thomas D. O'Reilly

Please print or type name(s)  
below signature(s)

This instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

attest: Sharon M. Hayne (SEAL)  
Ass't. Secretary Sharon M. Hayne

This instrument was prepared by Mike Lahti-7601 So. Cicero Ave. Chicago, Ill. 60652  
(NAME AND ADDRESS)

Property of Cook County, Illinois  
FIRST MORTGAGE

85067546

# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

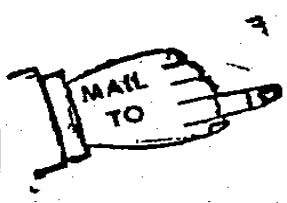
(Impress Seal Here)

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.25  
T#2222 TRAN 1403:56/29/85 09:32:00  
#4045 # B \* 85-067546



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_

*Handwritten:* Mail to Food City Bank of Illinois  
7606 So. Central Ave.  
Chicago, Illinois  
60637

GEORGE E. COLE  
LEGAL FORMS

85107516

# UNOFFICIAL COPY

STATE OF ILLINOIS )

SS

0 5 7 5 4 6

COUNTY OF COOK )

85067546

I, Joyce Schreiner, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Thomas D. O'Reilly Vice President of the Marquette National Bank, and Sharon M. Hayne Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of May, 19 85

*Joyce Schreiner*  
Notary Public

JOYCE SCHREINER  
Commission Expires  
October 23, 1988



Property of Cook County Clerk's Office