

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85082176 49.44/23

This Indenture, WITNESSETH That the Grantor Edward A. Lathan, a single person

of the City Maywood of County of Cook and State of Illinois  
for and in consideration of the sum of Thirteen Thousand, Two Hundred Eighty-Six & 28/100 Dollars

in hand paid, CONVEY. AND WARRANT to GERALD E. SIKORA Trustee  
of the City Chicago of 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 of County of Cook and State of Illinois, to-wit:  
The South 1/2 Lot lot 37 in the Third Addition to  
Broadview Estate in the West 1/2 of Section 15, Township 39 North  
Range 12, East of the Third Principal Meridian, in Cook County, Illinois  
Commonly known as: 1814 S. 21st Ave., Maywood, Il.  
Perm Tax No. 15-15-303-016

Hereby releasing and waiving all rights under any 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 Edward A. Lathan, a single person  
justly indebted upon one principal promissory note, bearing even date herewith, payable  
TO: 1st City Builders, Inc. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 84 successive monthly installments each of 158.17 due monthly  
on the note commencing on the 22 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 GRANTEE 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 extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, to be on demand to exhibit 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 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 loss clause attached payable in first, 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 said Mortgagee or Trustee until the insured loss 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 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 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 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 both, the same as if all of said indebtedness had then matured by express terms.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, and the costs of such, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the preservation of, and income from, said premises pending such foreclosure proceedings, and agrees 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 like cause said first successor fail or refuse to act, the person named in the order of Recorders 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 charges.

Witness the hand and seal of the grantor this 07 day of July, A. D. 1985

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

# UNOFFICIAL COPY

State of Illinois  
County of Cook } 55.

I, Hoge Wolff

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward Lathan, a single person

personally known to me to be the same person whose name B subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 07  
day of JUNE A. D. 19 85

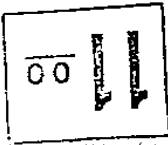
Hoge Wolff  
COM MISSION EXPIRES: 4/23/86 Notary Public

Property of Cook County Clerk's Office

31.00

JUN-28 85 5 51 96 • 85082176 A - Rec

28 JUN 85 2:24



-85-082176

Mail To 146  
Box No. ....

SECOND MORTGAGE

## Trust Deed

Edward Lathan  
1814 S. 21st Ave.  
Maywood, IL.

TO  
GERALD E. SIKORA, Trustee  
LAKEVIEW TRUST & SAVINGS BANK  
3201 N. Ashland Ave.  
Chicago, IL.

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