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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor HEURY WELLS JR & LANNIE WELLS (MARRIED TO EACH OTHER) AS JOINT TENANTS

of the CITY of EVANSTON County of COOK and State of ILLINOIS for and in consideration of the sum of TWENTY FIVE HUNDRED EIGHTY EIGHT AND 16/100 Dollars

in hand paid, CONVEY AND WARRANT 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 EVANSTON County of COOK and State of Illinois, to-wit:

LOT 3 AND THE EAST 1/2 OF LOT 1 IN BLOCK 5 IN BROADWAY AND COLBERS ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 1606 LAKE ST EVANSTON, ILLINOIS PERMANENT TAX NO. 10-13-421-006-0000 RP

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. MARRIED TO EACH OTHER WHEREAS, The Grantor HEURY WELLS JR & LANNIE WELLS (AS JOINT TENANTS)

justly indebted upon one principal promissory note, bearing even date herewith, payable MODERN GENERAL CONTRACTORS ASSIGNED TO LAKE VIEW TRUST & SAVINGS BANK OF CHICAGO payable in 24 successive monthly installments each of 107.84 due MONTHLY on the note commencing on the 24 day of AUGUST, 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenant, and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 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 compliance to be secured by the grantee herein, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, 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 left 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 insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or 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, after notice, to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be as 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 the 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 complainant in connection with the foreclosure hereof, and of reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing first mortgage 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 as aforesaid 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 shall be paid 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 shall any hearing 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 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 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 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 10 day of JULY, A. D. 1985

Heury Wells Jr (SEAL)
Lannie Wells (SEAL)

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State of Illinois
County of Cook } 515.

I, ANDREW K. JAVAS

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that HENRY WELLS JR. & LANNIE WELLS (MARRIED) TO EACH OTHER AS JOINT TENANTS

personally known to me to be the same person S. MRE 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.

Given under my hand and Notarial Seal, this July day of 1985 A. D.

Andrew K. Javas
Notary Public

My Commission Expires Oct. 4, 1986

85-103756

Property of Cook County

16 JUL 85 11:18

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MAIL TO Box No. 146

SECOND MORTGAGE

Trust Dept

Henry & Lannie Wells
1006 Lake St. Evanston, Ill.

TO
GERALD E. SIKORA Trustee

LAKE VIEW TRUST & SAVINGS BANK
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

ANDREW K. JAVAS
MORDELL GENERAL CO. INC.
3244 N. POLARIS CHICAGO, ILL. 60641
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/525-2180

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