

85142678

3 7/8 45005

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

0-000-47810-00

This Indenture, WITNESSETH, That the Grantor Gertrude Brown, and Alice Dunning, as tenants in common (Both unmarried persons)

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Fourteen Thousand, Eight Hundred, Nineteen and 28/100 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 every thing 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: Lots 37 and 38 in Block 14 in Garfield, a Subdivision of the Southeast 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1838 N. Tripp, Chgo, Il. PIN # 13-34-410-025-026

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 Alice Dunning and Gertrude Brown, as tenants in common 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 \$4 successive monthly instalments each of 176.42 due monthly on the note commencing on the 1st day of SEP 1988, 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 foregoing covenants and agree 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 on said premises, and on demand to without receipt therefor, within sixty days after destruction of damage by rebuilt 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 by companies to be selected by the grantor; 5. That the grantor shall be obligated to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the clause "non-assignable" 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; 7. In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 encumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand, and the grantor with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness as and hereby; 8. In the event of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all accrued 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; 9. As against the grantor, that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foregoing hereof - including reasonable attorney fees, outlays for documentary evidence, notary public's charges, cost of procuring and recording abstract showing the whole title, and expenses of preparing 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 part of said indebtedness, as 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 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, for a release thereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, for said reasons, 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, 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 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 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 grantor 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 30 day of July A. D. 1988. Gertrude Brown (SEAL) Alice Dunning (SEAL)

UNOFFICIAL COPY

State of Illinois }
County of Cook } 55.

I, HOPE WILF
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Gertrude Brown & Alice Dunning, as tenants in common (Both unmarried persons)

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.

Given under my hand and Notarial Seal, this 30
day of July A. D. 19 85

Hope Wilf
Notary Public
Commission Expires: 4/23/86

85-12278

AUG-12-85 57237 * 85142678 * A - Rec 11.00

12 AUG 85 2:20

Mail To -> Box No. 146

SECOND MORTGAGE

Trust deed

Gertrude Brown & Alice Dunning
1833 N. Trip R.
Chicago, IL

TO

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

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
1st City Builders, Inc.
3849 W. Devon
Chicago, IL 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2160

