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85142680

TRUST DEED—SECOND MORTGAGE FORM (REV. 11-83)

This Indenture, **WITNESSETH**, That the Grantor **David H. Lee & wife Maria E. as joint tenants**

of the **City** of **Burnham** County of **Cook** and State of **Illinois**
for and in consideration of the sum of **Five Thousand, Eighty-Two and no/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 **Burnham** County of **Cook** and State of **Illinois**, to-wit:
Lot 3 in Block 11 in Frank Crossant Riverside Drive Addition, a Subdivision of that Part of the East 1/2 of Section 1, Township 36 North, Range 14, East of the Third Principal Meridian, lying Northerly of N.C. Railroad right of way of Galumet River in Cook County, Illinois.

PIN # 29-01-215-014
Commonly known as: 14106 S. Calhoun, Burnham, IL.

Hereby releasing and waiving all rights in 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 **David H. Lee and wife Marie E. as joint tenants**, justly indebted upon **one** principal promissory note, bearing even date herewith, payable **TO: 1st CITY BUILDERS, INC. A SIGN TO: LAKEVIEW TRUST & SAVINGS BANK**

payable in **60** successive monthly instalments each of **84.70** due **monthly** on the note commencing on the **3** day of **September 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 covenant and agree as follows: (1) To pay said indebtedness and the interest thereon as herein and therein provided, or according to any agreement extending time of payment, (2) to pay prior to the first day of June of each year, all taxes and assessments on said premises, and to demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises if they have been destroyed or damaged, (4) that wants to said premises shall not be committed or suffered, (5) to keep all building laws or at any time on said premises (6) to be respected by the trustee herein, who is hereby authorized to file such insurance in compliance with the terms of the first mortgage, (7) to pay all taxes and assessments, with interest due thereon, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which payments shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, (8) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure to make, or pay taxes or assessments, or the principal or interest on the indebtedness 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 tax lien or title affecting said premises, or pay all prior encumbrances and the interest thereon from time to time, and all moneys so paid, the Grantor shall agree 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 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 holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured on its original terms. It is Agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the enforcement hereof, including reasonable attorney fees, notices for documentary evidence, stenographer's charges, cost of proceedings, and the costs of taking the whole title of said premises, embracing forever to devise, shall be paid by the Grantor, and the like expenses and disbursements, as required by law or suit or proceeding, whether the Grantor or any holder of any part of said indebtedness, if such, must 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 paid as costs and included in any decree that may be rendered in such suit or proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, not a release thereof given, until all such expenses and disbursements, and the costs of suit, including attorney fees have been paid. The Grantor, for each and every one of the facts, premises above, admit, ratify and assign of said premises, and in right of 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 appoint and without notice to the said Grantor, or to any party claiming under said Grantor, 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 in trust, shall release said premises in trust and grantor.

Witness the hand and seal of the grantor, this **30** day of **July**, A. D. 19**85**

David H. Lee (SEAL)
Maria E. Lee (SEAL)
(SEAL)
(SEAL)

85142680

State of Illinois }
County of Cook } ss.

I, Hope Wolff
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that David H. Lee and wife
Maria as joint tenants

personally known to me to be the same person S. ARE subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that He 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

[Signature]
COMMISSION EXPIRES 4/28/86 Notary Public

-85-142680

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Property of Cook County Clerk's Office

Box No. 146

SECOND MORTGAGE

Trust deed

David & Maria Lee
14106 S. Calhoun
Burnham, 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 N. Devon
Chicago, IL.
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO IL 60657
312/525-2160

