

49-44664

85142682

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Donald J. De Velder and Vicki A. De Velder, his wife as joint tenants

of the City of Chicago, County of Cook, and State of Illinois

for and in consideration of the sum of Seventeen Thousand Four Hundred Twenty Three & 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:

4146 North Troy The South 6 1/2 feet of Lot 5 and all of Lot 6 in Block 1 in Dale's Subdivision of The West 1/2 of the South 1/2 of the West 1/2 of the West 1/2 of the South West 1/2 of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 4146 North Troy Chicago, Illinois Permanent Tax No. 13-13-316-018-0000

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. WITNESSES, The Grantor Donald J. De Velder and Vicki A. De Velder, his wife as joint tenants justly indebted upon one principal promissory note bearing even date herewith, payable to: First Metropolitan Builders, Inc., assigned to: Lake View Trust and Savings Bank

payable in 84 successive monthly instalments each of 207.42 due monthly on the note commencing on the 1 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, with 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, 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 in good and capable to be selected by the trustee herein, what is hereof is so shorted to piece such insurance in compliance acceptable to the holder of the first mortgage indebtedness, with the 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 Trustee 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 of the interest herein 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 incumbrances and the interest thereon from time to time, and all money so paid, the grantor 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 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 default, 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. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof—including reasonable collection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 or 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 to come 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, nor a release hereof given, until all such expenses and disbursements, and the costs of such, including solicitor's fees have been paid. The grantor, for and in consideration of the hereof, release, defend, execute and agree to 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 the Trust deed, the court in which such bill is filed, may at once and without notice to the said grantor, appoint any party claiming under said grantor, to 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 the 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, so receiving his reasonable charges.

Witness the hand... and seal... of the grantor... this 18 day of July A. D. 1985

X Don De Velder (SEAL) X Vicki De Velder (SEAL)

85142682

UNOFFICIAL COPY

State of Illinois  
County of Cook } 55.

I, Stuart R. Keisner  
a Notary Public in and for said County, in the State aforesaid. Do hereby Certify that  
Donald J. De Velder and Vicki A. De Velder, his wife

personally known to me to be the same person(s) whose name(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.

Gave under my hand and Notarial Seal, this 18  
day of July, A. D. 19 85.

Stuart R. Keisner  
Notary Public

-85-142682

766 12-85 37242 85142682 A Rec 11.00

12 AUG 85 2:21

Property of Cook County Clerk's Office

Mail To → Box No. 146

SECOND MORTGAGE  
**Trusteed**

Donald & Vicki DeVelder  
4146 North Troy  
Chicago, Illinois

TO

GERALD E. SIKORA, Trustee  
Lake View Trust & Savings Bank of Chicago  
3201 North Ashland Avenue  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Bill Rosencrans  
First Metropolitan Builders  
4258 North Cicero  
Chicago, Illinois 60641

SEARCHED  
INDEXED  
SERIALIZED  
FILED