

UNOFFICIAL COPY

85142689

49-44669

4 3 6 9 8

TRUST DEED—SECOND MORTGAGE FORM IN ILLINOIS

This Indenture, WITNESSETH, That the Grantor King
Paul King and wife Eula, as joint tenants

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

for and in consideration of the sum of Nineteen Thousand Nine Hundred Thirteen & 04/100 Dollars
in hand paid, CONVEYS AND WARRANTS 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:
Lot 46 and the South 1/2 of lot 47 in block 2 in 79th Street Addition to Cheltenham Beach, said Addition being a subdivision of that part of the West 1/2 of the North West 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, lying Northeasterly of the Right of Way of the Baltimore and Ohio Railroad Company, in Cook County, Illinois.

Permanent Tax ID# 21-31-102-023-0000
Commonly Known As: 7940 S. Kingston Chicago, Illinois

Hereby releasing and giving 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 Paul King and wife Eula, 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 237.06 due monthly on the note commencing on the 2 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, 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 standing in lieu thereof; (2) to pay prior to the first day of June in each year all taxes and assessments levied against said premises, and on demand to submit receipts therefor; (3) within sixty days after destruction or damage to, or loss of, or destruction of all buildings, improvements on said premises, that may have been destroyed or damaged, (4) that no use in said premises shall not be commenced or suffered, (5) to keep all buildings, improvements on said premises, and all improvements thereon, insured against fire, by a policy or policies approved by the Trustee herein, who is hereby authorized to issue such receipts in his own name as to the holder of the first mortgage, with the clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee hereinafter named, which policy shall be left at all times in full force and effect 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 and 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 incumbrances, or the interest thereon when due, the grantor or the holder of said indebtedness may procure such insurances, or pay such taxes or assessments, or discharge or purchase any lien or liens, affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor shall be bound to repay immediately with interest, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness required hereby; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness (including principal) and all accrued interest shall, at the option of the legal holder thereof, with a notice, become immediately due and payable, and with interest thereon from the date of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereon, or in suit at law, or with the same as if it had been so declared; (9) if said indebtedness had then matured by express terms, in connection with the foreclosure hereof, including reasonable solicitor fees, outlays in connection with the foreclosure proceedings, including the whole title of said premises embracing foreclosure decree as such, may be a party, if all also be paid, at the grantor's expense; (10) 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, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees hereinafter provided, shall have been paid; (11) the grantor, and for the better, regular, administrators and assigns of said grantor, shall and will do all that is herein provided, and in case of their failure to do so, the Trustee, or any party claiming under said grantor, shall appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the same; (12) permit

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 the successor in this trust, and if for any like cause said first receiver will or refuse to act, the person so named shall then be the acting Receiver of Deeds of said County, and hereby appoints 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 the reasonable charges

Witness the Hand and seal of the grantor this 10 day of July A. D. 1985

Paul King
Eula King

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

85142689

State of Illinois }
County of Cook } 55.

I, Stuart R. Kreisman
a Notary Public in and for said County, in the State aforesaid. Do hereby Certify that
Paul King and Eula King, His Wife

personally known to me to be the same person, whose name S are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that the 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 19
day of July A. D. 19 85

Stuart R. Kreisman
Notary Public

-85-142689

AUG-12 1985 37249 • 85142689 • A — Rec 11.00

12 AUG 85 2: 22

SECOND MORTGAGE

Trust Dept

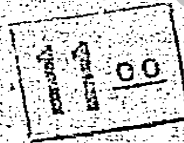
Paul & Eula King
7940 S. Kingston
Chicago, Illinois

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
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/526-2180



MAIL →
Box No. 146

Property of Cook County Clerk's Office