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TRUST DEED - 61 COND. MORTGAGE FORM (ILLINOIS)

PROPERTY RECORDS

This Indenture, WITNESSETH, That the Grantor MARY FINCH, divorced, nee REMERLID

of the CITY of CHICAGO, County of COOK and State of ILLINOIS for and in consideration of the sum of EIGHTEEN THOUSAND NINE HUNDRED SIX AND 1/100 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 THIRTEEN (13) AND FOURTEEN (14) IN FOREST SPEAR AND WALLACE'S SUBDIVISION OF BURCH ONE (1) IN GEORGE W. CLARKE'S SUBDIVISION OF THE EAST HALF (E 1/2) OF THE SOUTH WEST QUARTER (SW 1/4) OF SECTION THIRTEEN (13) TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMPTON MAP NO. 2828 W. FLORENCE CHICAGO
PERMANENT TAX NO. 16-13-303-034-0000

Hereby releasing and conveying all rights under and by virtue of the homestead exemption laws of the State of Illinois in Trust hereafter, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor MARY FINCH, divorced, nee REMERLID

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 instalments each of 52.68 due MONTHLY

on the 13 day of SEPT. 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 as 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 to demand to exhibit receipts therefor; (3) Within sixty days after the expiration of any term of said premises, to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste in said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured in accordance with the policy selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage, with loss clause attached payable first to the Trustee or Mortgagee, and second, to the Trustee herein as the 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 same times when the same shall become due and payable.

In the event of failure to do so, the grantor agrees to repair immediately with 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 tax lien or other lien affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately with interest on 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 accrued interest shall, at the option of the legal holder thereof, without 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 thereof, or by suit in law, as 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 the grantee in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documents by evidence, attorneys' charges, cost of procuring or compiling abstracts showing the whole title of said premises embracing foreclosure decrees - shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding in which 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 proceedings, whether decrees of sale shall have been rendered 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 have been paid. The 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 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 same.

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 as his successor in the 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 as 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 receipt hereof, his reasonable charges.

Witness the hand and seal of the grantor, this 30 day of July, A. D. 1985

Mary F. Finch (SEAL)

(SEAL)

(SEAL)

(SEAL)

85142693

State of Illinois
County of Cook } 155

I, ANDREW K. JANAS
Notary Public in and for said County, in the State aforesaid, do hereby certify that MARY FINCH, divorced
(N.O.T. REMARRIED)

personally known to me to be the same person whose name IS subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument
as her 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
day of JULY A. D. 1985

30
Andrew K. Janas
Notary Public

My Commission Expires On 12-31-88

Property of Cook County Clerk's Office

12 AUG 85 2:22

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Box No. 146

SECOND MORTGAGE

Trusteed

Mary Finch
2825 W. Florence
CHgo IL 60612

TO
GERALD E. SIKORA Trustee
LAKE VIEW TRUST SAVINGS BANK
301 W. Ashland
CHgo. IL 60657

THIS INSTRUMENT WAS PREPARED BY:
ANDREW JANAS
HOBBS GORDON CENTER
504 N. PULASKI, CHICAGO
LAKE VIEW TRUST AND SAVINGS BANK
1201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2183

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