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49-48008

TRUST DEED--SECOND MORTGAGE FROM ILLINOIS

This Indenture, WITNESSETH, That the Grantor Roseann T. Finnigan, a widow

of the Village of Northlake, County of Cook, and State of Illinois
for and in consideration of the sum of Three thousand nine hundred thirty three 12/100 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 Village of Northlake, County of Cook, and State of Illinois, to-wit:
Permanent Tax No: 12-32-405-018-0000

Lot 18 in Block 19 in Midland Development Company's Northlake Village Unit No. 3, being a subdivision of part of the South 1/2 of Section 32, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to general real estate taxes for the year 1978 and 1979 and subsequent years, special taxes or assessments for any improvements not yet completed, conditions and restrictions of record, zoning and building laws or ordinances, party wall rights or agreements, if any; roads and highways, if any; and existing leases, existing Commonly Known as: 108 N. William, Northlake

Hereby releasing and waiving all right 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 Roseann T. Finnigan, a widow

justly indebted upon Commonly Known as: 108 N. William, Northlake on 17 day of Sept, 1985, principal promissory note, bearing even date herewith, payable to Lakeview Trust and Savings Bank

payable in 48 successive monthly installments each of 81.94 due monthly on the note commencing on the 17 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 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 in demand to exhibit receipts therefor, (3) to maintain said premises free from destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste on said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises insured, (6) to cause notices to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the same amount payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be kept and remain in full force and effect 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) to pay all taxes and assessments, and the interest thereon, when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the prior indebtedness, or the interest thereon, when due, the grantee or pay all prior encumbrances and the interest thereon, per cent, per annum, shall be so much additional indebtedness secured hereby. 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, for some or all of said indebtedness less than that due by express terms. It is Agreed by the grantor that all expenses and disbursements paid or incurred in whole or in part in connection with the enforcement hereof, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts and allowing the whole title to be examined embracing foreclosure decrees shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, 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 paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, 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 outlays for fees have been paid. The grantor, for herself, her heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 or 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 above covenants and agreements herein 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. 1985
X Roseann Finnigan (SEAL)
(SEAL)
(SEAL)
(SEAL)

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State of Illinois }
County of Cook } 1535.

I, Alice J. Gorka
a Notary Public in and for said County, in the State afore-said, Do hereby Certify that Roseann T. Finnigan (widow.)
personally known to me to be the same person whose name 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

Alice J. Gorka
Notary Public

My Commission Expires Sept. 15, 1997

-85-142694

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11.00

SECOND MORTGAGE

Trust deed

Doc. No. 146

Roseann T. Finnigan
108 N. Williams Northlake
TO
GERALD E. SIKORA, Trustee
Lakeview Bank
3201 N. Ashland

THIS INSTRUMENT WAS PREPARED BY:
Norm's Heating & Air Conditioning Inc.
Norman Saenger
1918 Main St.

Melrose Park, IL 60160
LAKEVIEW TRUST AND SINKS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/826-7143

Property of Cook County Clerk's Office