

UNOFFICIAL COPY

49-44663

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

185142697

This Indenture, WITNESSETH, That the Grantor ... Louis Gordon-Hay, Jr., and
... wife, Aubrey Della, as Joint Tenants.

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Five Thousand Nine Hundred Fifty Three & 20/100 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 12 and 13 in Block 5 in Orvis, Subdivision of the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 38, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN: 5228 S. Hermitage, Chicago.
PERMANENT TAX NO: 20-07-412-035, 036

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.

WHEREAS, The Grantor, Louis Gordon-Hay, Jr., and wife, Aubrey Della, as joint tenants, justly indebted upon one principal promissory note, bearing even date herewith, payable to CORY Construction Corp., Assigned to Lake View Trust & Savings, payable in 60 successive monthly instalments each of \$99.22, 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, as aforesaid, agrees as follows: (1) To pay said note, interest, and the taxes thereon, as herein and in said note 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 an demand to be made receipt therefor; (3) within sixty days after last notice or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that we to said premises shall not be evicted or suffered to keep all buildings now or at any time on said premises in companies to be selected by the grantee herein, who is hereby authorized to place such in tenancy or companies acceptable to the holder of the first mortgagee, and to collect rent therefrom, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the holder of the first mortgage, which shall be held in trust for the benefit of the grantee and Mortgagee or Trustee until the indebtedness is fully paid; (5) to pay all taxes incurred thereon, and the interest thereon, at the time of payment when the same shall become due and payable.

In the event of default to insure or pay taxes or assessments, or the pence incurred thereon, or to collect thereon when due, the grantor or the holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or pay the same at his own expense, and the same with interest thereon from the date of payment at seven percent, per annum, shall be added to the amount of the debt so incurred, and the same with interest thereon from the date of payment at seven percent, per annum, shall be added to the amount of the debt so incurred, and the same with interest thereon from the date of payment at seven percent, per annum, shall be recoverable by foreclosure thereof, or by suit at law or both, the same as all said indebtedness had then matured by express or implied contract.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of complaint, in connection with the foreclosure hereof—including reasonable attorney fees, costs, and all documentary evidence, attorney's charges, cost of preparing or completing abstract showing the title of said premises, enforcement fee, decree, sheriff's fee, and all other expenses and disbursements, including the costs of any process and execution, and all costs of sale, and all costs of collection, as such, may be paid by the grantor, and to the trustee. All such expenses and disbursements shall be an additional sum to said premises, shall be recovered by the trustee, and the same with interest thereon from the date of payment, whether decree of sale shall have been entered or not, shall not be discounted, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney fees have been paid. The grantor, the holder and grantor, and for the heirs, executors, administrators and assigns of said grantor, release all right to the powers on, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose said Trust Deed, the court in which such bill is filed, may at any time 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 County of the grantor, or his refusal or failure to act, then Thomas F. Bussey, of said County is hereby appointed to first commence in this trust, and if for any cause, either general or local, to refuse to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be second trustee of this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successors in trust, shall release said premises to the party entitled, or reviving his reasonable charges.

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

Louis Gordon-Hay, Jr. (SEAL)
Aubrey Della, (SEAL)
S. (SEAL)

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State of Illinois
County of Cook

I, Alex Eisenberg,
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Louis Gordon-Hay, JR.
and wife Aubrey Della as joint tenants.

Personally known to me to be the same persons, whose name is.....
aforesaid, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
as their true 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 18
day of August, A.D. 1985

(Signature)
Notary Public

-85-142697

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11:00

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SECOND MORTGAGE

UNITED TRUST

MAIL
P.O. Box No. 146

Louis & Aubrey Gordon-Hay

Alexis Eisenberg

10-22-85

TO

GERALD E. SIKORA, Trustee
LAKEVIEW TRUST & SAVINGS BANK
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.
6316 N. Cicero
Chicago, IL 60646
Alex Eisenberg
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS
312/255-2180

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