

UNOFFICIAL COPY

85142698

49-44693

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

This Indenture,

WITNESSETH, That the Grantor

James M. Simmons and Pansy J. Simmons, His Wife
a joint tenants

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

for and in consideration of the sum of Ninety Eight Hundred Seventy Three & 60/100 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 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 Burbank, County of Cook, and State of Illinois, to-wit:

7712 South McVicker
Lot 7, Block 4 in Frederick H. Bartlett's First Addition
to Greater 79th Street Subdivision of the South East Quarter
of the South East Quarter of Section 30, also the South West
Quarter of the South West Quarter and the South East Quarter
of the South West Quarter of Section 29, all in Township 38
North, Range 13, East of the Third Principal Meridian
in Cook County, Illinois.

Commonly known As: 7712 South McVickers Burbank, Illinois
Permanence Tax No. 19-29-306-027-0000

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.

WHEREAS, The Grantor James M. Simmons and Pansy J. Simmons, 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 60 successive monthly installments each of 164.56 due monthly
on the note commencing on the 9th 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 covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon 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 upon said premises, and 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 insured in companies 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 loss 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 in full force and effect 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; (7) In the event of failure to insure, or pay taxes or assessments, or the first installment or the interest thereon when due, 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be as much additional indebtedness secured 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 interest shall, at the option of the legal holder thereof, or by suit at law, or both, the same as in all said indebtedness had been matured by express terms; (9) If it is ascertained by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing provisions hereof—including reasonable solicitor 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, incurred 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 stated 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 thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and to come 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 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 grantee, or of his refusal or failure to act, then

Thomas F. Bussey

of said County is hereby appointed as his 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 grantee 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 20th day of July, A. D. 19 85

His mark (X) James Simmons (SEAL)

Pansy J. Simmons (SEAL)

Witnessed by: (SEAL)

(SEAL)

85142698

State of Illinois }
County of Cook } 55.

I, Stuart R. Weisman
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
James M. Simmons and Pansy J. Simmons, 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 they 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 26th
day of July A. D. 1985. Stuart R. Weisman
Notary Public.

85-142698

Property of Cook County Clerk's Office

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Mml
To → Box No. 146

SECOND MORTGAGE
Trust deed

James & Pansy Simmons
7712 S. McVickers
Burbank, 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
312-525-2180

