

# UNOFFICIAL COPY

49-46694

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, That the Grantor, James W. Hamilton, a bachelor, and Christine, a widow, of the City of Maywood, County of Cook, and State of Illinois, for and in consideration of the sum of Four Thousand Two Hundred Ten & 80/100 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 Maywood, County of Cook, and State of Illinois, to-wit:

Lot 558, and the North 12.50 feet of Lot 559, in Madison Street, addition a Subdivision of part of Section 10, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

FIN. #15-10-424-048-0000  
Commonly known as: 610 S. 12th Ave., Maywood, Ill.

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN THIS nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor, James W. Hamilton, a bachelor, and Christine, a widow, justly indebted upon one principal promissory note, bearing even date herewith, payable

TO: 1st CITY BUILDERS, INC. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 100 successive monthly instalments each of \$70.18 due monthly, on the note commencing on the 9th day of Sept. 1925, 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 all indebtedness, and the interest thereon, as herein set forth, at rates 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 and premised, and on demand to yield receipt therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements and certified that may have been destroyed or damaged, (4) that waste is and premises may be committed or wasted, and that the grantor will not commit or waste the same, and in case thereof to be satisfied by the greater amount, to keep the same in good condition, such expense as acceptable to the holder of the first mortgage, and to pay all taxes and assessments, with interest accrued payable to the first Trustee or Trustees, and second, to the Trustee herein as their interests may appear, which places shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid, (5) to pay all prior incumbrances, and the interest thereon, at the time of payment when the same shall become due and payable.

In the Event of failure to pay, or any taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantor or the holder of said indebtedness, may preceut such liens thereon, or any such taxes, assessments, or expenses, or disbursements, as shall be in the title affecting and premises or pay all prior incumbrances and the interest thereon from time to time, and to pay immediately, at full demand, and the same with interest thereon from the date of payment of such prior, by whom, shall be so much additional indebtedness accrued thereon.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of default, at the rate of seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, at the time as it may be due, and the same with interest thereon from time of default, in connection with the foreclosure herein—including reasonable expenses, including attorney's fees, and all other disbursements, peculiar to such a proceeding, and the whole title of said premises embracing foreclosed property, shall be paid by the grantor, and the like expenses and disbursements, measured by any sum or process, or when the greater to any holder of any part of and in indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be no liability to the grantor, her heirs and personalty, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which decree, if any, shall be entered or not, shall not be dissolved, or set aside, or otherwise annulled, or vacated, or suspended, or any action taken thereon, or the same, shall not affect the title of the holder of the same, or his administrators and executors, and grantor, waive all right to the possession, and income from, and premises, including all foreclosure proceedings, and agree that upon the filing of any suit to foreclose this Trust Deed, the court in which such suit is filed may at once and without notice to the said parties, make an order to any party claiming under said grantor, to appear a receiver to take possession or charge of said premises, with power to collect the rents, issues and profits thereof and to prevent

In the Event of the death, removal or absence from said County of the grantor, or his refusal or failure to act, then any like cause and time as before laid out, the person who shall then be the living holder of Deeds of and County of Lakeview, appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor, his successor in trust, shall release and pay over to the party entitled, on recovering his reasonable charge.

Witness the hand and seal, of the grantor, this 9th day of July, A.D. 1925

James W. Hamilton (SEAL)

James W. Hamilton (SEAL)

(SEAL)

(SEAL)

49-46694

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State of Illinois  
County of Cook } 155.

I, Hope Wolff

a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Hamilton, a bachelor  
and Christine, a widow

personally known to me to be the same person whose name is are  
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

Commission Expires: 4/23/86

## SECOND MORTGAGE

Box No. 146

James Hamilton & Christine Hamilton  
610 W. 12th Ave.  
Maywood, IL 60153

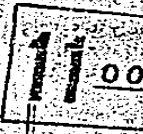
TO

GERALD E. SIKORA, Trustee  
LAKEVIEW TRUST & SAVINGS BANK  
3201 N. Ashland  
Chicago, IL

### THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper  
1st City Builders, Inc.

3849 N. Devon  
Chicago, IL 60657  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180



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