

# UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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.

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

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.  
IN TEST WHEREOF, for the purpose of securing performance of the covenants and agreements herein.

Witness 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 60 successive monthly instalments each of 70.18 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, as herein set 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 on demand to reimburse therefor; (3) Within sixty days after destruction or damage to rebuild or restore all buildings, 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, improvements on said premises insured in accordance to be selected by the grantee herein, who is hereby authorized to place such insurance in company as acceptable to the holder of the first mortgage thereon, 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 held 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 time or times when the same shall become due and payable.

In the Event of failure so to insure, or pay such taxes or assessments, or discharge or purchase said lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the grantor agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness incurred hereby.

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, be by suit at law, or both, the same as if all of said indebtedness had then matured by contract.

It is Recited by the Grantor that all expenses and disbursements paid or incurred in detail of completion in connection with the foreclosure hereof including reasonable auctioneer's fee, realtor's fee, documentary evidence, attorney's charges, cost of producing or completing abstracts, and the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, or such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be on a lien in favor upon said premises, shall be taxed 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 heard or given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession, and income from, said premises, including said 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 grantor, or of his refusal or failure to act, then

Thomas F. Bussey, of said County is hereby appointed to be the first 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 to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor, the successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 26th day of July, A. D. 1985

Gerald E. Sikora (SEAL)  
James W. Hamilton (SEAL)

(SEAL)  
(SEAL)

10451

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85-142699

State of Illinois }  
County of Cook } 5th

I, Hope Wolff

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 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument at 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

*[Signature]*  
Notary Public  
Commission Expires: 4/23/86

Property of Cook County Clerk's Office

Aug 12 85 5 7 2 5 9 • 85142699 • A — Rec 11.01

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Box No. 146

SECOND MORTGAGE

**Trusteed**

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 Tepper  
1st City Builders, Inc.  
3849 W. Devon  
Chicago, IL 60659  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657

11.00