

# UNOFFICIAL COPY

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TRUST DEED - SECOND MORTGAGE FORM 1000000

85142702

This Indenture, WITNESSETH, That the Grantor ... Cardell Redmond and wife ... Shirley Redmond 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 Three Hundred Seventy Two & 40/100 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: Lot 11 in Block 2 in Beverly View a subdivision of part of lot 13 in Hunter's Subdivision of the North West 1/4 of Section 31, Township 38, North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 2333 West 80th Place Chicago Permanent Tax No.: 20-31-112-014-0000

Hereby releasing and waiving all claims 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 Cardell Redmond and wife Shirley Redmond as joint tenants justly indebted upon one principal promissory note bearing even date herewith, payable to: Cogy Construction Corp. Assigned to Lake View Trust & Savings

payable in 60 successive monthly instalments each of \$89.54 due monthly on the note commencing on the 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**

This Indenture, covenant and agree to follow to pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment, to pay prior to the first day of June in each year, all taxes and assessments on said premises, and on the said premises thereon, which within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises, and on the said premises thereon, if that were to said premises shall not be completed or suffered, to keep all buildings now or at any time on said premises insured in companies to be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage noted herein, with loss or damage 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 with the said Mortgagee or Trustee until the indebtedness is fully paid; to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure to insure, or pay taxes or assessments, or the principal or interest thereon, or any one of the covenants of the holder of said indebtedness, may require such insurance, or pay such taxes or assessments, or the principal or interest thereon, as aforesaid, or pay all prior incumbrances, and the interest thereon from time to time, and all moneys so paid, the creditor agrees to repay immediately without demand, and to be liable with interest thereon from the date of payment at seven per cent, per annum, shall be as much additional indebtedness secured hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, and all interest thereon, and 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 said breach at ten per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured, and as if the same were a mortgage.

It is Agreed by the grantor that all expenses and disbursements to be paid or incurred in connection with the completion hereof, including reasonable solicitors fees, outlays for documentary evidence, stamp duty, charges, cost of insuring or completing abstract showing the whole title of said premises, and the cost of any part of said indebtedness, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or 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 thereon, and shall be paid in cash and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decrees of sale shall have been started or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the cost of said proceedings, including any reasonable attorney's fees, have been paid. The grantor, and her heirs, executors, administrators and assigns, shall waive all right to the principal, and income thereon, and premises pending such foreclosure proceedings, and agree that after 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, cause a receiver to be appointed to take possession of and receive 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 usual or future residence, then Thomas F. Bussey of said County is hereby appointed to be the acting Trustee of said County, and if for any like cause said Trust 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 trustee on this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successors, in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 18 day of July A. D. 1985  
X Cardell Redmond  
X Shirley Redmond

85142702

State of Illinois }  
County of Cook } City.

I, Alex Eisenberg  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Cardell Redmond and  
wife Shirley Redmond as Joint Tenants

personally known to me to be the same persons whose names 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 18  
day of July A. D. 19 85

*(Signature)*  
Notary Public

-85-142702

Property of Cook County Clerk's Office

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MAIL TO → Box No. 146

SECOND MORTGAGE

Trust deed

Cardell & Shirley Redmond  
2333 W. 80th Place  
Chicago, 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:

Cory Construction Corp.  
6316 N. Cicero  
Chicago, Illinois 60646  
ALEX EISENBERG  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 NORTH ASHLAND AVE. CHICAGO, ILLINOIS 60657  
312/525-2180

11.00