

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE (FORM RLUNOIN)

3 5 1 4 2 7 0 7 49-44695
851-12707

This Indenture, WITNESSETH, That the Grantor Dorothy M. Powell (widow
not remarried).

of the City of Chicago, 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 everyting 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 41 and the South 5 feet of Lot 4 in Block 14 in Baird
and Rowland's Subdivision of the West Half of the North
East Quarter of Section 31, Township 38 North, Range 14,
East of the Third Principal Meridian.

COMMONLY KNOWN AS: 8215 S. Winchester, Chicago
PERMANENT TAX NO: 20-31-225-051-0000

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 Dorothy M. Powell (widow, not remarried),
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 70.18, due monthly
on the note commencing on the 9th day of Sept. 1925, and on the same date of
each month thereafter, when 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, and indebtedness, and the interest thereon, as herein and in said note provided, or according to any
agreement, except 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 exhibit receipts therefor,
15 within six days after discontinuance, damage to repair or restore all buildings or improvements on said premises that may have been destroyed or damaged, (3) that where no said
premises shall be occupied or suffered, to keep all buildings new at any time on said premises, in a condition to be selected by the grantee herein, who is hereby authorized
to place any such buildings in a suitable receptacle in the best and first manner, with full charge attached payable first, to the first Trustee or Mortgagor, and
hereinafter to the trustee in the event of his death, insolvency, bankruptcy, or incapacity, or in such other case as may be agreed upon with the Mortgagor or Trustee until the credit given is fully paid,
all just expenses, charges, and interest thereon at the former rates when the same shall be incurred and payable.

In the event of failure to make, or pay taxes or assessments, or discharge or purchase any liability, affecting said premises, to pay all just expenses, charges, and the interest
thereon from time so taxed, or until such taxes or assessments, or liability are paid, or until the same with interest thereon from the date of payment at
even per cent, per annum, plus all just expenses, charges, and interest thereon.

In the event of a breach of any of the above and covenants, or agreements, the whole of said indebtedness, including principal and all earned interest shall, as to a sum of the
legal holder the sum without notice, become immediately due and payable, and with interest thereon from time of each breach, at seven per cent, per annum, shall be recoverable by
foreclosure thereof, or by suit, or both, the same as if all of said indebtedness had then matured by express terms.

In the event by the grantee, that all expenses and disbursements paid by him in connection with the foreclosures hereof—including reasonable
expenses of documentation, attorney fees, and other costs of preparing or completing abstracts, or for the whole title or of any part of said indebtedness,
—shall be paid by the grantor, and the like expenses and disbursements, recovered by any suit or proceeding, by 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, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release
from any judgment, or decree, or order, or from any bill of foreclosure, or from any bill of sale, or from any other process, or from any other proceeding, or decree, that upon
the filing of any bill of foreclosure, the court in which such bill is filed, may at once, and without notice to the parties, 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 property.

In the event of the death, removal or absence from said County of the grantor, or of his refusal or failure to act, then
Thomas F. Bussey, of and County in hereby appointed his successor in this trust and of 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 to this
trust. And when all the above covenants and agreements are performed, the grantor or his successor in trust, shall release and prorate to the party entitled, on receiving his
reasonable charge.

Witness the hand and seal of the grantor this 26th day of July, 1925.

Dorothy M. Powell (SEAL)

(SEAL)

(SEAL)

(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 Dorothy M. Powell
(widow, not remarried)

personally known to me to be the same person, whose name is J.S. subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument
in her 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 21st
day of July, A.D. 1965.

Alex Eisenberg
Notary Public

AUG-14-65 37267 • 85142707-A — Rec 11:00

12 AUG 1965 2:24

SECOND MORTGAGE

Deed

Box No. 146

Dorothy M. Powell
8215 S. WINCHESTER
CHICAGO, ILLINOIS 60620

TO

GERALD E. SIKORA, Trustee
LAKEVIEW TRUST & SAVINGS BANK
2221 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.

6316 N. Cicero Ave.
Chicago, Illinois 60646
Alex Eisenberg
LAKEVIEW TRUST & SAVINGS BANK
3201 N. ASHLAND, CHICAGO, IL 60657
312/525-2450

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