

85142708

49-45618

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor
 John L. Davis, and Vernata Davis, his wife
 as joint tenants
 of the City of Chicago, County of Cook, and State of Illinois
 for and in consideration of the sum of Seventy Nine Hundred Fifty Six & 00/100 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:
 8101 S. Manistee
 Lot 39 in block 1 in Colburn Park, a subdivision of part of the North
 1/2 of the South East 1/4 of the North West 1/4 of Section 31, Township
 38 North, Range 15, East of the Third Principal Meridian,
 in Cook County, Illinois.

Commonly Known As: 8101 South Manistee Chicago, Illinois
 Permanent Tax NO. 21-31-124-001-0000

Hereby releasing and waiving all rights on her 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 John L. Davis, and Vernata Davis, 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 payments each of 132.60 due monthly
 on the note commencing on the 15 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 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 against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of damage to, or loss of, or removal of all buildings or improvements on said premises, or if it may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings new or at any time on said premises insured in accordance 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 and payable first, to the first Trustee or Mortgagee, and second, in the Trustee herein as their interests may appear, which policies shall be in full and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all taxes and assessments, and the interest thereon, at the time of time when the same shall become due and payable.
 In the event of failure to make such payments, or any taxes or assessments, or the principal or interest on the interest thereon when due, the grantee or the holder of said indebtedness, may proceed to pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all past encumbrances 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 of such taxes, assessments, or interest, shall be so much additional indebtedness as hereinbefore provided.
 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 such breach, as hereinbefore provided, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.
 It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable valuation fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees—shall be paid by the grantor, and the like expenses and disbursements, occasioned 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, to be satisfied 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 hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantee, and for the heirs, executors, administrators and assigns of said grantor, severally and jointly, shall retain all right to the possession of, and receive from, said premises pending such foreclosure proceedings, and agree they upon the filing of any bill to foreclose this Trust Deed, the trust 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 of 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 failure to act, then Thomas F. Bussey of said County is hereby appointed to be 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 grantor 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 10 day of August, A. D. 1985

[Signature] (SEAL)
[Signature] (SEAL)
 (SEAL)
 (SEAL)

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UNOFFICIAL COPY

State of Illinois }
County of Cook } 55.

85-142708

I, Stuart R. Keisman
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
John L. Davis and Vernata Davis, his wife

personally known to me to be the same person, 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 85
day of AUGUST, A. D. 1985

Stuart R. Keisman
Notary Public

Property of Cook County Clerk's Office

AUG-12-85 37268 • 85142708 • A — Rec 11.00

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11.00

Mail To → Box No. 146

SECOND MORTGAGE

Trusteed

John & Vernata Davis
8101 S. Manistee
Chicago, Illinois

TO

GERARD E. SIKORA, Trustee
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Bill Kosencrans
First Metropolitan Builders
4258 North Cicero
Chicago, Illinois 60641