

UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE—IN MICHIGAN

This Indenture, since remarried

WITNESSETH, That the Grantor

LeRoy Crosby Jr. divorced and not

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Four Thousand, Forty-Six and 04/100 Dollars in hand paid, CONVEY, AND WARRANT TO GERALD E. SIKORA, Trustee

in the City of Chicago County of Cook and State of Illinois 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 3 in Wilbur P. Davis Subdivision of Lot 92 and that part of Lot 69 - Fronting and Lying West of Robinson Ave. (Now Laramie Ave.) in the School Trustee's Subdivision of the North part of Section 16; Township 3rd North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 206 S. Laramie, Chicago, Il. PIN# 6-16-108-035

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

WHEREAS, The Grantor LeRoy Crosby Jr., divorced and not since remarried,

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 36 successive monthly installments each of \$12.37 due monthly on the note commencing on the 8th day of September 85, 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 covenants and agrees as follows: To pay said note, interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment, with penalty for the first day of late each year, all taxes and assessments on said premises, and on its land to exhibit receipts therefor; (2) within sixty days after destruction or damage to said premises to rebuild or repair or to replace or to improve said premises, that may have been destroyed or damaged; (3) that waste on said premises shall not be committed or suffered; (4) to keep and maintain now or at any time on said premises, insured in such sums to be selected by the grantor herein, who is hereby authorized to place such insurance in company or companies, to be the order of the first mortgagee of debt hereon, with loss payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy or policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall become due and payable;

In case of non-payment of said note, or of failure to comply with any of the above covenants, the interest thereon with one the grantor or the holder of said indebtedness, may require such insurance or pay such taxes or assessments, or of failure to pay any such taxes or assessments, or of failure to pay all prior mortgages 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 at seven per cent per annum, shall be deemed to have been so repaid hereon.

In the event of foreclosure of any of the said mortgages or agreements, the holder of said mortgages, including principal and all interest thereon, shall, at the option of the legal holder thereof, without notice, but he must take the same as soon as practicable, and with respect thereto from time of such foreclosure, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law or in equity, the same as if all said mortgages and agreements had then remained in full force and effect.

If it is necessary by the grantor to incur any expenses and disbursements, and to incur any liability in connection with the performance hereof, including reasonable attorney's fees, unless for documentary evidence, such as a deed or a mortgage, or for recording or filing any instrument affecting the above premises, or for making any mortgage, or for any other purpose, which may be required in such transactions, and the costs of such expenses and disbursements, and the costs of any liability incurred, shall be paid by the grantor. An advance expense and disbursement shall be an additional lien upon said premises, which shall be taken as cash and included in any decree that may be rendered in such transactions, and the costs of such expenses and disbursements, and the costs of any liability incurred, shall be paid by the grantor. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, covenants and agrees that all rights to the premises, and income from, and profits on pending such foreclosure proceedings, and upon the filing of any bill to enforce this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, and to any party claiming under said grantor, appoint a receiver to take possession of said premises with power to collect the rents, issues and profits of the said premises.

In the event of the death, remarriage or absence of the grantor, Cook

Thomas F. Bussey

of said County is hereby appointed to be first successor to this trust, and if for any the cause said First Successor shall die, then the person who shall then be the living holder of the said County is hereby appointed to be second successor to this trust. And when all the covenants and agreements are performed, the holder or his successors in trust, of all lease said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 25th day of July A. D. 1985

LeRoy Crosby Jr.

(SEAL) (SEAL) (SEAL) (SEAL)

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State of Illinois }
County of Cook } ss.

I, Hope Wolff, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LeRoy Crosby Jr. divorced and not since remarried.

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 25th day of July, A. D. 1985.

Hope Wolff
Notary Public

Commission Expires: 4/23/86

Property of Cook County Clerk's Office

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Inst No. 146

SECOND MORTGAGE

Trust deed

LeRoy Crosby Jr.
206 S. Laramie
Chicago, IL

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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 W. Devon
Chicago, IL 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

11.00