

UNOFFICIAL COPY

49-44652

TRUST DEED - SECOND MORTGAGE FORM 11-19-53

85142715

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This Indenture, WITNESSETH, That the Grantor Lottie M. Wallace
a widow and not since remarried.

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

for and in consideration of the sum of Fourteen Thousand Eight Hundred Ninety-One and 52/100 Dollars
in hand paid, CONVEY AND WARRANT to GEFALD 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 48 in Block 54 in South Lynne, being a Subdivision in the North 1/2 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 3601 S. Hamilton, Chicago, Illinois
PIN # 20-19-127-001

Hereby releasing and giving 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 Lottie M. Wallace, a widow 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 87 successive monthly instalments each of \$177.28 due monthly on the note commencing on the 26 day of August 1955, 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: (1) To pay said principal, interest thereon, as herein and in said notes provided, or according to a 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 or damage to rebuild or restore all buildings or 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 now or at any time on said premises insured in companies 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 in addition, with loss clause attached payable first, to the first Trustee of Mortgage, and, second, to the Trustee herein; that interests may appear, which policies shall be left 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; (7) In the event of failure to insure, or pay taxes or assessments, or to pay incumbrances or interest thereon, when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien, or file affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay the holder with interest, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (8) In the event of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, or his or his assigns, become immediately due and payable, and with interest thereon from time to time at the rate of seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if it were a mortgage and that incurred by expense of the holder; (9) If as Assured by the grantor, the all expenses and disbursements paid or incurred in behalf of a claimant in connection with the foreclosure hereof, including reasonable valuation fees, outlays for documentary evidence, attorney's charges, cost of preparing abstracts and other expenses, including abstracts, and whose title of said premises embracing incumbrance decedent shall be paid by the grantor, and the like expenses and disbursements, as aforesaid, by a suit of proceeding in law, by the grantor or any holder of any part of said indebtedness, as such, shall be a party, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be laid as taxes 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 thereon given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, as said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 party named above, or his refusal or failure to act, then

Thomas F. Bussey of said County is hereby appointed as his 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 as his second successor in this trust. And when all the above 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 12 day of July A. D. 19 55

Lottie M. Wallace (SEAL)
(SEAL)
(SEAL)
(SEAL)

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State of Illinois
County of Cook

I, Hope Wolff, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lottie M. Wallace, a widow 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 she signed, sealed and delivered the said instrument as 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 12 day of July, A. D. 1985

Hope Wolff
Notary Public
Commission Expires: 4/23/86

AUG-12-65 37275 • 85142715-A — Rec

11.00

12 AUG 65 2:23

Mail Box No. 146

SECOND MORTGAGE

Trust deed

Lottie M. Wallace
6601 S. Hamilton
Chicago, Illinois

TO

GERALD E. SIKORA, Trustee
LAKEVIEW TRUST & SAVINGS BANK
320 N. Ashland Ave.
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

ALEX TAPPER
1st City Builders, Inc.
3849 W. Devon
Chicago, Illinois 60659
LAKEVIEW TRUST AND SAVINGS BANK
320 N. ASHLAND AVE. CHICAGO, ILL. 60657
312525-2190

11.00