

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM ILLINOIS

85122717 7 49-44653

This Indenture, WITNESSETH, That the Grantor

James Bradley and Susie Bradley, His wife
as joint tenants

of the City Chicago County of Cook and State of Illinois

for and in consideration of the sum of Fifteen Thousand Eight Hundred Eighty-Three and 56/100 Dollars
in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, Trustee

of the City 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 WALDEN AND MULVANE'S
SUBDIVISION OF THE SOUTH 3/4 OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 4, TOWNSHIP 37 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

Commonly Known As: 9354 South Lowe Chicago, Illinois
Permanent Tax No. 25-04-318-085-0600

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 James Bradley and Susie Bradley, His Wife, as joint tenants

justly indebted upon one principal promissory note bearing even date herewith, payable to: Wilson Builders assigned to: Lake View Trust and Savings Bank

payable in 84 successive monthly instalments each of 189.09 due monthly
on the note commencing on the 24 day of August 85, and on the same date of
each month thereafter until paid, with interest after maturity at the highest
lawful rate.

The Grantor covenant and agree as follows: (1) To pay said note and 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 or damage to or rebuilding or removal of improvements on said premises that have been destroyed or damaged; (4) that while in said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in any amount payable first to the Trustee or Mortgagee, and if such insurance in companies acceptable to the holder of the first mortgage in preference, with loss clause second, to the Trustee herein; their 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 be lawfully due and payable; (7) when due, the grantee or the holder of said indebtedness, to pay all prior incumbrances and the interest thereon from time to time and all interest on any tax for title affecting said premises 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 failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax for title affecting said premises with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby; (9) 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 the date of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the rate of all of said indebtedness had then incurred by any of the above; (10) that all expenses and disbursements paid or incurred in behalf of completion of any proceedings in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stamp charges, court or recording or completing abstracts, giving the whole title of said premises embracing foreclosure decree - shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceedings, whether the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; (11) All such expenses and disbursements shall be an additional charge upon said premises, shall be taxed as costs and included in any decree that may be entered in such foreclosure proceedings, which proceedings, 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 by the grantor; and for the heirs, executors, administrators and assigns of said grantor; (12) all right to the possession of, and income from, said premises pending foreclosure proceedings, and agree 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 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 grantor, or of his refusal or failure to act, then

Thomas F. Bussey of said County is hereby appointed receiver and 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 receive said premises in the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 12 day of July A. D. 19 85

X *James Bradley* (SEAL)
X *Susie Bradley* (SEAL)
(SEAL)
(SEAL)

-85-142717

State of Illinois
County of Cook

I, G. O. De Micco
a Notary Public in and for said County, in the State aforesaid. Do hereby certify that
James Bradley and Susie Bradley, His wife
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 use 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

Guy O. De Micco
Notary Public

AUG-12-85 37277 • 85142717 • A — Rec 11.00

AUG 85 2: 25

11.00

SECOND MORTGAGE

Trusteed

James & Susie Bradley
9354 S. Love
Chicago, Illinois

TO

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

THIS INSTRUMENT WAS PREPARED BY:

Guy Domicco
Wilson Builders
809 West Madison
Chicago, Illinois 60607

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO 1 60657
312.525-2180

Mail To →