

851427181

49-45019

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor

Phillip G. McCann and Genevieve M. McCann (Married to each other) as joint tenants

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

for and in consideration of the sum of Fourteen Thousand Seven Hundred Thirty-Nine and 12/100 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:

Lot 53 (Except the North 22 1/2 feet) and the North 10 feet of lot 54 in Germania Addition to Evanston, a Subdivision of Blocks 2 and 3 of Dreyer's Lake Shore Addition to Evanston, and that part of the North west 1/4 of Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, lying North of the Indian Boundary Line and Southwest of said Block 2 and 3 in Cook County, Illinois.

Commonly Known As: 7619 North Besworth Chicago, Illinois Permanent Tax NO. 11-29-106-008-0000

Hereby releasing and waiving all right 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 Phillip G. McCann and Genevieve M. McCann (Married to each other) as joint tenants

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

payable in 72 successive monthly instalments each of 209.71 due monthly on the note commencing on the 1st 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 due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts thereof; (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 as to said premises shall not be committed or suffered; (5) to keep all buildings hereon or at any time on said premises insured in compliance 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, to be payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge of purchase price or tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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 additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and accrued 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, at seven per cent per annum, 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 non-parties in connection with the foreclosure hereof including reasonable auction fees, outlays for documentary evidence, notary public's charges, cost of preparing or completing abstract showing 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 proceeding wherein the grantor 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, shall be taxed 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 attorney's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such 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 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 grantor, or of his refusal or 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 1st day of August, A. D. 1985

Phillip G. McCann (SEAL) Genevieve M. McCann (SEAL)

85142718

-85-142718

State of Illinois }
County of Cook } 55.

I, Ronald J. Ryzak
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Phillip & Genevieve McCann
Genevieve McCann (Married to each other)

personally known to me to be the same person S. whose name S. 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 21
day of AUGUST, A. D. 19 85.
Ronald J. Ryzak
Notary Public

Property of Cook County Clerk's Office

AUG-12-85 37273 85142718 A Rec 11.00

12 AUG 85 2:25

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MAILED
To → Box No. 146

SECOND MORTGAGE

Trust deed

Phillip & Genevieve McCann
7619 North Bosworth
Chicago, Illinois

TO

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

THIS INSTRUMENT WAS PREPARED BY:

Leonard Lizak
Lincoln Heating
3650 West Diversey
Chicago, Illinois 60647
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