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1985 / 7 / 20

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Wayne Collier and wife Henrietta R. Collier, as joint tenants

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Ten Thousand, Seven Hundred, Forty-Four & 80/100 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 Illinois and State of Illinois, to-wit:

Lot 46 in Givins Gilbert and Wallace Subdivision of the North
5 acres of the North 10 acres of the East 1/2 of the
Northwest 1/4 of the Southeast 1/4 of Section 3, Township 39 North,
Range 13, East of the Third Principal Meridian, in Cook County,
Illinois

Commonly known as 4206 W. Hadden, Chicago, Ill.
PIN # 16-03-401-039

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 Wayne Collier, and wife Henrietta R. Collier, as joint tenants
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 60 successive monthly instalments each of 179.08 due monthly
on the note commencing on the 30 day of August 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 covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement attending time of payment, (2) to pay prior to the first day of June in each year, all taxes and assessments on said premises, and to 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 in good repair and to be subject to be selected by the grantee herein, who is hereby authorized to place such measures in operation as shall be deemed necessary by the holder of the first mortgage on these premises, with full charge and control to be first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which powers shall be left and remain with the said mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all other circumstances, 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 discharge or purchase any lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all money so due, the grantor covenants to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be as much additional indebtedness secured hereby.

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, 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 virtue of a term.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of any person in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, notary public's charges, cost of procuring or compiling abstract showing the whole title to said premises embracing foreclosure decree, 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 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. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and in some form, 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 any of them, by 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 grantee, 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 16 day of July A. D. 19 85

Wayne Collier (SEAL)

Henrietta R. Collier (SEAL)

(SEAL)

(SEAL)

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State of Illinois }
County of Cook } ss.

-85-142720

I, Hope Wolff
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that WAYNE C. COLLIER
& Henrietta Collier as joint tenants
(Married to each other)
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 uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 16
day of July A. D. 19 85.

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

11.00 REC 57280 • 85142720 • A — Rec AUG-12-85

11.00

12 AUG 65 2:20

mail to Box No. 146

SECOND MORTGAGE

Trust Deed

Wayne & Henrietta Collier
4206 W. Madden
Chicago, Ill.
TO
GERALD E. SIKORA, Trustee
LAKETEN TRUST & SAVINGS BANK
3201 N. Ashland Ave.
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

ALEX TAPPER
1st City Builders, Inc.
3849 W. Devon Ave.
Chicago, Ill. 60656
CHICAGO TRUST AND SAVINGS BANK
3701 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/576-2180

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