

# UNOFFICIAL COPY

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TRUST DEED - SECOND MORTGAGE, FURNISHED BY

Property

This Indenture, WITNESSETH, That the Grantor Fred D. Morton and wife Stacy as joint tenants,

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Twenty Thousand, Four Hundred, Forty & 56/100----- 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 everything 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 14 in Block 14 in Beacon Hills, a Subdivision of part of Section 19, 20, 29, and 30, Township 35 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof, recorded January 4, 1960, as Document Number 17748392, in Cook County, Illinois.

Commonly known as: 313 N. Boston, Chicago, IL.  
PIN # 32-30-212-014-0000

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 Fred D. Morton and wife Stacy, as joint tenants

justly indebted upon one principal promissory note, bearing even date herewith, payable 70: 1st City Builders, ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 84 successive monthly instalments each of 243.34 due monthly on the note commencing on the 6th day of SEPT. 1965, 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 to the holder of the note, and the interest thereon, as herein and in said note 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) To keep all buildings now or hereafter erected on said premises in good repair and to insure the same against fire and theft, (4) That waste on said premises shall not be committed or suffered, (5) To keep all buildings now or hereafter erected on said premises insured in compliance with the grant herein, who is hereby authorized to place such insurance in compliance with the holder of the first mortgage, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondly 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 ground rent, 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 the profit thereon, 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 or purchase any 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 agrees to repay immediately on demand, and the same with interest thereon from the date of payment at seven percent per annum, shall be treated as 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, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at seven percent per annum, shall be recoverable by foreclosure thereof, or in suit at law, or both, the same as if all of said indebtedness had then matured for payment, (9) It is agreed by the grantor that all expenses and disbursements payable or incurred in behalf of the grantor in connection with the foreclosure hereof - including reasonable attorney fees, unless for default of evidence, subpoena fees, costs of procuring or completing abstract, towing the whole title of said premises, including foreclosing foreman's fees, shall be paid by the grantor, (10) The title expenses and disbursements incurred in any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as a party, may be a party, shall also be paid by the grantor, (11) All such expenses and disbursements shall be in addition to the principal and interest included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale has been entered or not, shall not be discontinued or a release therefrom given, until all such expenses and disbursements, and the costs of suit, including attorney fees have been paid, (12) The grantor, and the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending any 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 grantor, or in any party claiming under said grantor, appoint a receiver to take possession and 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 the successor in this trust, and if for any like cause said first successor fails or refuses 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 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 19th day of July, A. D. 1965

Fred D. Morton (SEAL)  
Stacy S. Morton (SEAL)

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State of Illinois }  
County of Cook } 151

I, Hope Wolff  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Fred D. Morton and wife Stacy  
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 uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given and by hand and Notarial Seal, this 23rd  
day of July, A. D. 1985.

*Hope Wolff*  
Notary Public

Commission Expires: 4/23/86

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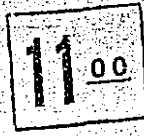
SECOND MORTGAGE

Trust deed

Fred & Stacy Morton  
312 N. Boston  
Chicago Heights, IL 60411

TO  
GERALD E. SIKORA, Trustee  
LAKEVIEW TRUST & SAVINGS BANK  
3201 N. Ashland  
Chicago, IL

THIS INSTRUMENT WAS PREPARED BY:  
Alex Tapper  
1st City Builders  
3849 W. Devon  
Chicago, IL 60659  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312-528-2180



Property of Cook County Clerk's Office