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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

1988 7 30

This Indenture, WITNESSETH, That the Grantor **Edward Flournoy and Mary Flournoy, his wife** as joint tenants

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

for and in consideration of the sum of **Six Thousand Three Hundred Eighty-Eight and 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 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 38 in Block 6 in Madlung Eidmanns Subdivision of the part of the North 3/4 of the South East 1/4 of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No: **20-20-421-008-0000**

Commonly Known As: **6921 South Sangamon**

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 **Edward Flournoy and Mary Flournoy, his wife** as joint tenants justly indebted upon **one** principal promissory note, bearing even date herewith, payable to: **First City Builders, Inc.** Assigned to: **Lake View Trust and Savings Bank**

payable in **60** successive monthly instalments each of **106.48** due monthly on the note commencing on the **07** day of **SEPT.** 1988, 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 note provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of 2nd of 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 on 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 indebtedness, with any clause attached 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure to maintain or pay taxes or assessments, or of destruction or purchase any tax lien or title affecting the said premises or pay all prior incumbrances and the interest thereon from time to time, and all in one or paid, the grantor agrees to repay immediately without delay, and with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, the interest thereon 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 default, 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 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 mortgagee in connection with the foregoing hereof, including reasonable attorney fees, multipliers for documentary evidence, stamp duty charges, cost of printing or completing abstract showing the full title of said premises enclosing foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, as named 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 issued 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, or his 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 the Trust Deed, or court in which such bill is filed, they do so do 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 taxes, issues and profits of the said premises.

In the Event of the death, removal or absence from said **Cook** County of the grantee, or in 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 grantee 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 **24** day of **July** A. D. 19**88**

X Edward Flournoy (SEAL)
X Mary M. Flournoy (SEAL)

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State of Illinois
County of Cook } 55.

I, Hope Wolff
a Notary Public in and for said County, in the State aforesaid. Do hereby Certify that Edward Flournoy
& Mary M. Flournoy (Married to each other) 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 under my hand and Notarial Seal, this 24
day of July A. D. 1985

Hope Wolff
Notary Public

Property of Cook County Clerk's Office

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11.00

Mail To → 146 Box No.

SECOND MORTGAGE

Trust deed

Edward & Mary Flournoy
6921 South Sangamon
Chicago, Illinois

TO:

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

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
First City Builders
3849 West Devon Ave.
Chicago, Illinois 60659
LAKE VIEW TRUST & SAVINGS BANK
3201 NORTH ASHLAND AVE. CHICAGO, IL 60657
312/542-2180