

UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor George & Shreda Marshall (wife)
as joint tenants

of the City of Elgin County of Cook and State of Illinois
for and in consideration of the sum of Eleven Thousand Seventy-Two and 04 cents 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 Elgin County of Cook and State of Illinois, to-wit:
Lot 17 in Parkwood, Unit 1, Being a Subdivision of part of the Northeast Quarter and part of Government Lot 1 in the Northwest Quarter of Section 18, Township 41 North, Range 9, East of the Third Principal Meridian according to the plot thereof recorded November 30, 1970 as Document No. #21330815 in Cook County, Illinois.

Commonly Known As: 324 Waverly Drive Elgin, Illinois
Permanent Tax NO. 06-18-110-001-0000

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 George & Shreda Marshall (wife) as joint tenants
justly indebted upon ONE principal promissory note, bearing even date herewith, payable to: Pioneer Building Supply, Inc. assigned to: Lake View Trust and Savings Bank

payable in 84 successive monthly instalments each of 131.81 due monthly
on the note commencing on the 19 day of SEPT 19 85 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

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 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 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 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 loss 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; (7) 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 lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and at a rate of interest thereon from the date of payment of 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, 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; (9) if asked by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor fees, attorneys fee, documentary evidence, stenographer's charges, cost of securing of complete abstract showing the whole title of said premises extracting foreclosure decree—shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee 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 solicitor's fees have been paid. The grantor, for said reason, and for the here, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure, 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 person 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 grantee, or of his refusal or failure to act, this 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 05 day of Butust A. D. 1985
X George Marshall (SEAL)
X Shreda Marshall (SEAL)

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State of Illinois
County of Cook } ss.

I, Martin Schwartz
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that George & Shreeda Marshall (Married to each other)
as joint tenants

personally known to me to be the same persons whose names George & Shreeda Marshall 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 05
day of August A. D. 1985

Martin Schwartz
Notary Public

DEPT-01 RECORDING 111.00
#2222 TRAC 2576 08/16/85 09:17:00
#1741 # B * -85-148789

11.00

85-148789

SECOND MORTGAGE

Trust Deed

George & Shreeda Marshall
324 Waverly Drive
Elgin, 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

Martin Schwartz
Pioneer Building Supply Inc.
8707 N. Port Washington Road
Milwaukee, Wisconsin 53217
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS 60657
312/525-2180

Mail
to → Box No. 146