

# UNOFFICIAL COPY

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49-45029

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

This Indenture, WITNESSETH, That the Grantor, **Amorgen Clayton (A. widow)**,

of the City of Chicago, County of Cook, and State of Illinois,  
for and in consideration of the sum of Three thousand one hundred seventy and 88/100 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:

The North 2 feet of Lot 37 and all of lots 38 and 39 (except the  
North 20 feet of said lot 39) in Veil's Subdivision of Block 39, in  
South Lynne being a subdivision in the North 1/2 of Section 19,  
Township 38 North, Range 14 East of the Third Principal Meridian,  
in Cook County, Illinois. Also known as: 6525 S. Winchester,  
Chicago, Illinois 60636. Permanent Tax No: 20-19-217-010-0000

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,

justly indebted upon one principal promissory note, bearing even date herewith, payable  
Unique Contractors, Inc., assigned to Lakeview Trust & Savings Bank

payable in 36 successive monthly installments each of 88.08, due monthly  
on the note commencing on the 19 day of SEPT 1985, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

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 June in each year, all taxes and assessments against said premises, and to demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair 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 new or at any time in said premises used in company to be selected by the grantee herein, he is hereby authorized to place such insurance as he deems necessary on the cost of said mortgage indebtedness, with loss clause attached and payable first, to the first Trustee or Mortgagee, and second, to the trustee or mortgagee of the first lien, which shall remain with the said trustee or mortgagee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time it becomes due and payable.

In case of failure to so insure, or pay taxes or assessments, or the prior encumbrances of the interest therein 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 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 without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness accrued hereby.

In case of a breach of any of the above covenants or agreements, the state of said indebtedness, including principal and all earned interest shall, at the option of the legal holder in title, either pay, or become responsible for the payment of, all expenses thereafter from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure, or sale, or by suit in law, or equity, if all of said indebtedness had then accrued.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of claimants in connection with the same, shall be borne—including reasonable attorney fees, outlays for documents, evidence, transcripts, charges, cost of procuring or completing abstract showing the whole title of said premises, embarking foreclosures decree as such, 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be deemed void, nor the heirs, executors, administrators and assigns of said grantor, thereby, or in right to the possession of, and income from, said premises pending such foreclosure proceeding, and agree, that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may allow and award without notice to the said grantor, or to any party claiming under said grantee, an attorney's 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 the first successor fail or refuse to act, the person who shall then be the acting Notary 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, as receiving his  
testamentary charge.

Witness the hand, and seal, of the grantor, this 05 day of

Amorgen Clayton

August 1985  
*Amorgen Clayton*  
(SEAL)

(SEAL)

(SEAL)

# UNOFFICIAL COPY

State of Illinois  
County of Cook } Ill.

I, Ellen Sugerman

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Amorgen Clayton (A. W.)

personally known to me to be the same person whose name is <sup>is</sup> \_\_\_\_\_  
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument  
as her 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.

subscribed to the foregoing

Notary Public

44944 # 2 \* 85-148792  
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SIL 80 DEPT-01 RECORDINGS

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Box No. 146.....

## SECOND MORTGAGE

Urkit IV

AMORGAN CLAYTON  
6525 SOUTH WINCHESTER  
CHICAGO, ILLINOIS 60636

TO

GERALD E. SIKORA, Trustee

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVENUE  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

UNIDUE CONTRACTING

4141 W. BELMONT  
CHICAGO, ILLINOIS 60641  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO IL 60657  
312/535-2180

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