

# UNOFFICIAL COPY

49-45032

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

8 5 185148794 4

This Indenture, WITNESSETH, That the Grantor Jesse F. Collins (Married to Margaret Collins)

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

for and in consideration of the sum of Twenty Five Thousand Five Hundred Fifty One & 13/100 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 28 in Block 1 in Miller and Rigdon's Subdivision of Lot 29 (except the North 134 feet) in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 508 W. 56th St., Chicago, IL  
PIN # 20-16-104-031-0000

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 Jesse F. Collins (Married to Margaret Collins) 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 84 successive monthly instalments each of 304.18 due monthly on the note commencing on the 20th day of September 1985, 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 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 on said premises, with the 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 of 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 affect on 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 the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (8) In the event of a breach of any of the aforesaid 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 express terms; (9) As to the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or preparing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, or caused 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, over or release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney'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 income from, 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 to any party 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 in 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 paying his reasonable charges.

Witness the hand and seal of the grantor, this 6th day of August, A. D. 1985  
Jesse Collins (SEAL)  
Margaret Collins (SEAL)

85148794

State of Illinois }  
County of Cook }

I, Hope Wolff  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Jesse F. Collins  
(Married to MARGARET COLLINS)

personally known to me to be the same person(s) 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 6th  
day of August A. D. 19 85

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

Property of Cook County, Illinois

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DEPT-91 RECORDING  
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Bar No. 146

SECOND MORTGAGE

Trust Deed

Jesse & Margaret Collins  
508 W. 56th St.  
Chicago, IL

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

THIS INSTRUMENT WAS PREPARED BY:

ALEX TAPPER  
1st City Builders, Inc.  
3849 W. Devon  
Chicago, IL  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO IL 60657  
312/525-2180

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