

# UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE

3 85148798

This Indenture, **WITNESSETH**, That the Grantor **George H. Garner Jr. and wife Karen as joint tenants**

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

for and in consideration of the sum of **Eleven Thousand fifty nine and 44/100** 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 every thing 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 Nineteen (19) and the North Ten (10) Feet of Lot Twenty (20) in Block Two (2) in Binford's Subdivision of Block One (1) in Carolin's Subdivision of the West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-Five (25), Township Thirty-Eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.**

**Commonly known as: 7546 South Merrill Chicago, Illinois**  
**Permanent Tax No. 20-25-402-041-0000**

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 H. Garner Jr. and Karen Garner, His wife** as joint tenants justly indebted upon **Chas. Unique Contractors, Inc.** assigned to **Waukegan Trust & Savings Bank** bearing even date herewith payable

payable in **84** successive monthly instalments each of **131.66** due monthly on the note commencing on the **20** day of **SPRING** 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 from said 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 by fire or other cause, to repair 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 or improvements on said premises insured in companies acceptable to the holder of the first mortgage indebtedness, 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 Trustee or 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 proceed with foreclosure, 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 in any or all such cases, the grantee shall be liable to repay immediately without demand, and to pay, with interest thereon from the date of payment, at seven per cent, per annum, which is the rate of interest on such indebtedness as provided in the original contract; (8) that all expenses and disbursements paid or incurred in behalf of the grantor in connection with the foreclosure hereof, including reasonable solicitors fees, notary fees, documentary evidence, attorneys charges, cost of preparing or executing abstract and any other costs of said premises embracing foreclosure decree, shall be paid by the grantor; and the like expenses and disbursements occasioned by any suit or proceeding between the grantor or any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; (9) 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, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid; The grantor, for and in consideration of the hereof, executors, administrators and assigns of said grantor, waive all rights 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 person 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 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, an receiving his reasonable charges.

Witness the hand and seal of the grantor **George H. Garner Jr.** and **Karen Garner** on this **20** day of **August**, A. D. 19**85**

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State of Illinois  
County of Cook } ss.

I, Ellen Sugerman  
Notary Public in and for said County, in the State aforesaid, Do hereby Certify that George H. Garner Jr. and Karen Garner  
(Married to each other)

personally known to me to be the same person S whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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  
day of August A. D. 19 85

*Ellen Sugerman*  
Notary Public

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DEPT-91 RECORDING  
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#4950 # B \* 85-148798

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*Merrill*  
To → Box No. 146  
SECOND MORTGAGE  
**Trust Fund**

George & Karen Garner  
7546 South Merrill  
Chicago, Illinois  
TO  
GERALD F. SIKORA, Trustee  
Lake View Trust & Savings Bank of Chicago  
3201 North Ashland Avenue  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:  
Howard Shapiro  
Unique Contractors  
1414 West Belmont  
Chicago, Illinois 60641  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

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