

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85148799 1 2 49-48034

This Indenture, WITNESSETH, That the Grantor
 Sharon Roach (an unmarried person) and Wilma McAnally (an unmarried person)
 as joint tenants
 of the City of Midlothian County of Cook and State of Illinois
 for and in consideration of the sum of Six Thousand Ninety-Eight and 40/100 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 Midlothian County of Cook and State of Illinois, to-wit:

Lot 4 in Block 5 in Arthur T. McIntosh Company's
 Midlothian Home Gardens Subdivision in the South
 Half of the North East Quarter of Section 11,
 Township 36 North, Range 13 East of the Third
 Principal Meridian, in Cook County, Illinois.

Commonly known as: 14516 S. Roman, Midlothian, IL
 PIN # 28-11-218-016-0000

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 Sharon Roach (an unmarried person) and Wilma McAnally (an unmarried person)
 as joint tenants
 justly indebted upon _____ principal promissory note, bearing even date herewith, payable
 TO: 1st CITY BUILDERS, INC. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 60 successive monthly instalments each of 101.64 due monthly
 on the note commencing on the 20 day of SEPTEMBER 85, 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, 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 or removal of portions of 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 compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance acceptable to the holder of the first mortgage indebtedness, with the policy attached hereto, (6) to pay to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage or Trustee until the indebtedness is fully paid, (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) In the event of failure to insure, or pay 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 agree 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; (9) 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; (10) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof, including reasonable solicitors fees, or state or documentary stamps, or court or other charges, cost of preparing or completing a contract showing the title to said premises embracing foreclosure decree, shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, or 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, nor a release therefrom given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor, for and in satisfaction, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, and 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 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 reason he fail or refuse to act, the person who signs this for 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 06 day of AUGUST A. D. 1985
 x Wilma McAnally (SEAL)
 x Sharon M. Roach (SEAL)

85148799

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 Sharon Roach (an unmarried person) and Wilma McNally (an unmarried person) as joint tenants

personally known to me to be the same person whose name s 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
day of August, A. D. 1985

Hope Wolff
Notary Public
COMMISSION EXPIRES: 4/21/86

0050100

DEPT-01 RECORDING
#1951 # B * 85-148799
1M2222 TRAM 2577 08/16/85 07:20:00
311 86

11.00

SECOND MORTGAGE

Trust Deed

Sharon Roach & Wilma McNally
14516 S. Homan
Middletown, Ill.

TO
GERALD E. SIKORA, Trustee
LAKEVIEW TRUST & SAVING
3201 N. Ashland Ave.
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
1st City Builders, Inc.
3849 W. Devon
Chicago, Ill. 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL 60657
312/525-2180

85-148799

Mail
to Box No. 116