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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85148801

4945038

This Indenture, WITNESSETH, That the Grantor ... Eliza Mae Coleman, *Eliza Mae Coleman*, *W.M.C. & H.G. KENNEDY*

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Twenty Two Thousand One Hundred Forty Four & 08/100 Dollars in hand paid, CONVEYS AND WARRANTS 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 eighteen and two thirds (18 2/3) feet of lot forty one (41), and lot forty two (42) (except the North sixteen and two thirds (16 2/3) feet thereof), in block three (3), in Thornton Hall's Washington Heights Subdivision of blocks one (1), two (2), three (3), and four (4), in Hett's Section Sixteen Addition to Washington Heights, being in the South half of the North East quarter of the North East quarter of Section seventeen (17), Township thirty seven (37) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 10417 S. Sangamon Chicago, IL 60643

Permanent Tax No.: 25-17-213-007

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 ... Eliza Mae Coleman, *Eliza Mae Coleman*, *W.M.C. & H.G. KENNEDY*,

justly indebted upon ... one principal promissory note bearing even date herewith, payable to the holder of this instrument assigned to ... Lake View Bank,

payable in 84 successive monthly installments each of \$263.52 due monthly on the note commencing on the 21 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 ... covenant ... and agree ... 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 compliance to law—first 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 Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all premium, taxes, expenses and other charges due and payable.

In the event of failure to pay, or neglect to pay, any tax or assessment, or the premium, taxes or other charges due and payable, the grantee or the holder of the indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax, sum or title affecting said premises or pay all premium, taxes 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 no much additional indebtedness incurred hereby.

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, ... 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, both, the same as all of said indebtedness had then matured by express terms.

It is agreed by the grantor ... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable collectors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing the same, and decree which shall be paid by the grantor ... and all costs and disbursements, occurring by any means whatsoever, in the collection of any sums due and held by the grantee or holder of the indebtedness, as such, and the same shall also be paid by the grantor ... All such expenses and disbursements shall be an additional loss upon the amount of money which he takes as an investment 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 discontinued, or released before given, until all such expenses and disbursements and the costs of suit, including collector's fees have been paid. The grantor ... for said grantee ... and for the heirs, executors, administrators and assigns of said grantor ... waives ... all right to the presentation of, and income from, said premises pending such foreclosure proceedings, and agrees ... that upon the filing of any bill to foreclose that 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 and, or for ... 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, as receiving his reasonable charges.

Witness the hand ... and seal ... of the grantor ... this 27 day of August, A.D. 1985.

Eliza Mae Coleman *Eliza Mae Coleman* (SEAL)
Eliza Mae Coleman (SEAL)

(SEAL)

(SEAL)

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State of Illinois
County of Cook

I, Marilyn A. Anderson

a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Eliza Mae Coleman (divorced)
NOT REVERSED

personally known to me to be the same person, whose name is Marilyn A. Anderson,
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
day of July, A. D. 1985.

Marilyn A. Anderson

Notary Public

REC'D # B # 85-148801
14222 TRA 257 88/16/85 07:32:00
DEPT OF RECORDING \$11.00



SECOND MORTGAGE

Trust Fund

Box No. 146

Eliza Mae Coleman

TO

GERALD E. SIKORA, Trustee
LAKVIEW TRUST FUND
3201 N. Ashland Ave.
Chicago, IL 60646

THIS INSTRUMENT WAS PREPARED BY

Bernard Schneider,
Budget Construction Co.,
6218 N. Pulaski Rd.,
Chicago, IL 60646

LAKEVIEW TRUST AND SAVINGS BANK
1201 N. ASHLAND AVE. CHICAGO, IL 60647
312/555-2160

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