

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

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49-45041

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This Indenture, WITNESSETH, That the Grantor Emmett Moncure and wife  
Queenella as joint tenants

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

for and in consideration of the sum of Two Thousand Eight Hundred Twenty Three & 60/100 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 Twenty-nine in Dahl's Resubdivision of Lot Fifteen (except the North One hundred Forty feet thereof) in Block Twenty-three and Lot Twenty-eight (except the North One hundred Forty feet thereof) in Block Twenty-four in Henry Welp's Halsted Street Addition to Washington Heights, being a subdivision of Lot Four of the subdivision of that part of the South East Quarter of Section Five, lying East of the Chicago, Rock Island and Pacific Railroad, together with Lot One of a subdivision of the North East Quarter of Section Eight, all in Township Thirty-seven North, Range Fourteen, East of the Third Principal Meridian, lying East of the Chicago, Rock Island, and Pacific Railroad, all in Cook County, Illinois.

Commonly Known As: 9564 S. Sangamon, Chicago Permanent Tax No: 25-08-204-  
Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. 081-0000

In TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.  
WHEREAS, The Grantor Emmett Moncure and wife Queenella as joint tenants

justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable  
to: CORY CONSTRUCTION CORP. ASSIGNED TO LAKE VIEW TRUST & SAVINGS

payable in 24 successive monthly instalments each of 117.65 due monthly  
on the note commencing on the 21 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 Grantee 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 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 indebtedness, with the cause 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 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.

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 procure such insurance, 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 all money so paid, the grantee agrees to repay immediately without demand, and with interest thereon from the date of payment at seven per cent, per annum, shall be as much additional indebtedness secured 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 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.

It is Agreed by the grantee that all expenses and disbursements to be paid or incurred in behalf of completion in connection with the foreclosure hereof including reasonable solicitor fees, outlays for documentary evidence, notary public's charges, cost of procuring or completing abstract showing the title to said premises embracing foreclosure decree shall be paid by the grantee and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantee. 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 proceeding, 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 solicitor's fees have been paid. The grantee, for as a 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 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 reason 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, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 20 day of AUGUST A. D. 1985  
Emmett Moncure (SEAL)  
Queenella Moncure (SEAL)

85148803

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State of Illinois  
County of Cook } 55.

I, Alex Eisenberg  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Emmett Moncure and  
wife Queenella as Joint Tenants

personally known to me to be the same person s whose name s 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.

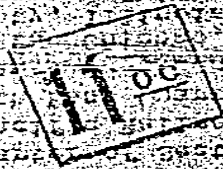
(Given under my hand and Notarial Seal, this  
day of April 1935 A. D. 1935

*[Handwritten Signature]*  
Notary Public

Property of Cook County

50-1104

85-148803



SECOND MORTGAGE

## Trust Deed

Mrs. EMMETT MONCURE  
956 1/2 S. Sangamon  
CHICAGO, ILL. 60643

TO  
GERALD E. SIKORA, Trustee  
LAKE VIEW TRUST SAVINGS BANK  
324490 I.C. 40617

THIS INSTRUMENT WAS PREPARED BY  
Cory Construction Corp.  
6316 N. Cicero  
Chicago, IL 60646  
ALEX EISENBERG  
LAKEVIEW TRUST SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, ILL. 60647  
3125262180

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