

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85148804

38-45042

01018800004

This Indenture, WITNESSETH, That the Grantor Vardaman Seals and wife Betty and Dorothy Tate as joint tenants (a Spinster)

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

for and in consideration of the sum of Four thousand fifty three and 00/100 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 42 and the South 1/2 of Lot 43 in Block 4 in Hosmer and Mackey's Subdivision of Blocks 1 to 6 inclusive and of Blocks 12 to 16 inclusive in Freer's subdivision of the West 1/2 of the Northwest 1/4 of Section 2, Township 39 North, Range 13 lying east of the Third Principal Meridian in Cook County, Illinois. Also known as: 1442 N. Springfield, Chicago, Illinois. Permanent Tax No: 16-02-109-027-0000

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

In Trust, never held as for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Vardaman and Betty Seals and Dorothy Tate (a Spinster) as joint tenants

justly indebted upon one principal promissory note, bearing even date herewith, payable Unique Contractors Inc. assigned to Lakeview Trust & Savings Bank

payable in 60 successive monthly instalments each of 67.55 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 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 as 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 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 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 grantor 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 moneys so paid, the grantor agrees to repay immediately without demand, and to 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) 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 solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or comparing abstract showing the whole 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 is or may be a party, or 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 proceeding, whether decree of sale shall have been entered or not, shall be deemed, not a release hereof given, until all such expenses and disbursements, and the costs of suit, including auctioneer's fees have been paid. The grantor, for said purpose, and for the heirs, executors, administrators and assigns of said grantor, covenants, agrees, and binds himself, his heirs, executors, administrators, and assigns, 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 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 grantor or the successor in trust, shall release said premises to the party entitled, paying his reasonable charges.

Witness the hand and seal of the grantor this 07 day of August A. D. 1985

Vardaman Seals (SEAL)
Betty Seals (SEAL)
Dorothy Tate (SEAL)

85148804

State of Illinois }
County of Cook } 55.

I, Ellen Sugerman
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Vardaman Seals, Betty Seals and Dorothy Tate
(1st & 2nd Married to each other) (3rd a Spinster)
personally known to me to be the same person whose name 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 07
day of July A. D. 19 85 *Ellen Sugerman*
Notary Public

DEPT-91 RECORDING
1#2222 TRAN 2577 08/16/85 09:21:00
#1955 # B * 85-148804

11.00

85-148804

Mail
75 → Box No. 146

SECOND MORTGAGE

Trust deed

Vardaman & Betty Seals & Dorothy Tate
1442 South Springfield
Chicago, Illinois 60651

TO
GERALD E. SIKORA, Trustee
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:
Howard Shapiro
Shapiro Contractors
4141 West Belmont
Chicago, Illinois 60641
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS 60657
312/525-2180