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49-45045

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

8 5 1 4 8 8 0 6

This Indenture, WITNESSETH, That the Grantor

Edd Owens, Jr. and Murlene D. Owens, his wife

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

for and in consideration of the sum of Seventy Five Hundred Five & 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 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: 8908 S. Lowe

Lot 4 in Block 22 in South Englewood, a Subdivision of that Part East of Halsted Street in Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 8908 S. Lowe Chicago
MORTGAGEMENT TAX NO: 2504-118-025-0000

Hereby releasing and waiving all rights 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 Edd Owens, Jr. and Murlene Owens, his wife

justly indebted upon \$100,000 principal promisory note bearing even date herewith, payable

TO FIRST MORTGAGE ASSURED TO LORGE VIKING TRUST & SONS, INC.

payable in 60 successive monthly installments each of 125.09 due MONTHLY on the note commencing on the 22 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 Grantors covenants 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 so demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair 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 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 on companies acceptable to the holder of the first mortgage indebtedness, with loss clauses attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be in full 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 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 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 accrued 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 its own terms; (9) in addition to the foregoing, including reasonable selection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor; (10) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof including reasonable attorney's fees, and the like expenses and disbursements, assessed by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; (11) All such expenses and disbursements shall be an additional lien upon said premises, shall be a lien in fee 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 annulled, nor a rescission thereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor, for said premises, and by the heirs, executors, administrators and assigns of said grantor, agree to 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 the 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 and 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 grantor, or of his refusal to perform, then Thomas F. Bussey of said County is hereby appointed to be first successor in the 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 his successors in trust, shall release said premises to the party entitled to receive the same without charge.

Witness the hand... and seal... of the grantor... this 8 day of August... A. D. 1985

Edd Owens Jr. (SEAL)
Murlene D. Owens (SEAL)

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State of Illinois
County of Cook } ss.

I, Stuart R. Kreisner
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Edd Owens Jr. and Murlane D. Owens, his wife
personally known to me to be the same persons whose names S. Owens 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 8
day of August, A. D. 1985

Stuart R. Kreisner
Notary Public

Property of Cook County Clerk's Office

DEPT-01 RECORDING
#4958 # 2 * 85-148806
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11.00

85-148806

Box No. 146
SECOND MORTGAGE
Trust Deed

EDD OWENS, JR. TRUSTEE
8907 S. LOWE
CHICAGO, ILL.
TO
GERALD E. SIKORA, Trustee
LAKE VIEW BANK
3201 N. WILSON
CHICAGO, ILL. 60647

THIS INSTRUMENT WAS PREPARED BY:
FIRST NATIONAL TRUST BLDGS
BILL KASPERKIAN
4259 N. CLEVELAND
CHICAGO, ILL. 60641

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