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49-45046

85148807

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85148807

This Indenture, WITNESSETH, That the Grantor
Earl Rankin and Helen G. Rankin, his wife

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Fifty Two Hundred Ninety Eight & 24/100 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:
9333 South May

Lot 11 in Stoecker's Resubdivision of Lots 6 to 19
inclusive and the South half of Lot 21, Lots 22 to
26 and Lots 27 (except the East 8 feet thereof) in
Block 24 in Cremin and Brennan's Fairview Park Subdivision
of Certain Blocks and part of Blocks in
Crosby and others, subdivision in the South half
(West of Railroad) of Section 5, Township 37 North,
Range 14, East of the Third Principal Meridian in
Cook County, Illinois.

Commonly known as: 9333 S. May
P.N.: 25-05-414-016-000

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 Earl Rankin and Helen G. Rankin, his wife
justly indebted upon one principal promissory note bearing even date herewith payable
To First National Bank, Chicago, Ill., in the sum of \$5,298.00

payable in 48 successive monthly instalments each of \$110.38 due
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 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 and around 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 wants 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the 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 lien or title claim against 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 deduction 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, 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 due date, 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 were 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 accordance with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, advertisement, charges, cost of securing or completing abstract showing title whole title of 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeds, whether decree of sale shall have been ordered or not, shall not be distributed, over a rate as hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, the grantor and for the heirs, executors, administrators and assigns of said grantor waive all rights in 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 trust in which such bill is filed, 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 grantor or of his refusal or failure to act, then
Thomas F. Bussey of said County is hereby appointed to be the 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 his successor in trust, shall release said premises to the next entitled, on receiving his reasonable charges.

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

Helen G. Rankin (SEAL)
Earl Rankin (SEAL)

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State of Illinois
County of Cook } 515

I, Linda Bogdan

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Earl Rankin and Helen G. Rankin, his wife

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 8
day of August A. D. 19 85

Linda Bogdan
Notary Public

My Commission Expires March 17, 1986

Property of Cook County Illinois

DEPT-01 RECORDING \$11.00
1#2222 TRAN 2577 68/16/85 07:22:00
#4959 #5 * 85-148807

11.00

Box No. 144

SECOND MORTGAGE

Deed

EARL & HELEN RANKIN
9333 S. MAY
CHgo ILL

TO
GERALD E. SIKORA, Trustee
1400 N. STATE ST.
CHgo ILL 60607

THIS INSTRUMENT WAS PREPARED BY:

First Metropolitan Bank
1511 N. ROSEMONT
CHgo ILL 60610

85-148807