

UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

This Indenture, WITNESSETH, That the Grantor R.C. Danley, Divorced and not since remarried

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Seven Thousand, Nine Hundred Eighty-Six and no/100 Dollars in hand paid, CONVEY AND WARRANT, 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:

The West 35 feet of Lot 8 in Block 5 in Channing M. Coleman's Addition to Austin, being a Subdivision of the West 26.82 acres of the South 1/2 of the North West 1/4 of Section 4 Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 1239 N. Pine, Chicago, Il.
PIN # 16-04-126-043-0000

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 R.C. Danley, divorced and not since remarried justly indebted upon one principal promissory note bearing even date herewith, payable TO: FIRST CITY BUILDERS, INC. ASSIGN TO: LAKEVIEW TRUST AND SAVINGS BANK

payable in 60 successive monthly payments each of 133.10 due monthly on the note commencing on the 23 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 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 the 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 real estate or repairs 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 accordance with the policy or policies herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the clause attached hereto; (6) as the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be held and reinsured with the said Mortgagee or Trustee, until the indebtedness is fully paid; (8) to pay all prior indebtedness, 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 indebtedness 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 any tax lien of title affecting said premises or pay all prior indebtedness 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.

In the event of a breach of any of the above 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, unless waived, be payable 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 A. B. C. that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof—(a) the filing reasonable sales fees, notices for foreclosure, advertising charges, cost of procuring or completing abstract showing the whole title of said premises and a certificate of title decree—shall be paid by the grantor—and the like expenses and disbursements occasioned by any suit or proceeding against the trustee or any holder of any prior or subsequent indebtedness, as each, 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 based on costs as included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed nor released hereof, until all such expenses and disbursements, and the principal and, including solicitor's fees have been paid. The grantor, for said 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 if no filing of any bill to enforce 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 and against, appoint a receiver to take possession or charge of said premises with power to collect the rents, issue 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 first successor in this trust, and if for any like cause and 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 above covenants and agreements are performed, the grantor 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 9 day of August, A. D. 1985

R.C. Danley (SEAL)
(SEAL)
(SEAL)
(SEAL)

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State of Illinois }
County of Cook } 515

I, Hope Wolff
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that R.C. Danley, divorced and not
since remarried.

personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as his 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 August A. D. 1985

Hope Wolff
Notary Public
Commission Expires 4/23/86

DEPT-01 RECORDING 411.00
TR2222 TRAN 2577 08/16/85 09:27:00
#1964 #2 - 85-148814

11.00

Box No. 146

SECOND MORTGAGE

Trust deed

R.C. Danley
1239 N. Pine
Chicago, Ill.

TO

GERALD E. SIKORA, Trustee
LAKEVIEW TRUST & SAVINGS BANK
3201 N. Ashland Ave.
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
1st City Builders, Inc.
3849 N. Devon
Chicago, Ill. 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL 60657
312/525-2180

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