

UNOFFICIAL COPY

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TRUST DEED - SECOND MORTGAGE - FORM NO. 100

This Indenture, **Adela Brister** (w) WITNESSETH, That the Grantor **Charles R. Brister** (married to

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

for and in consideration of the sum of **Two thousand four hundred nineteen and 56/100** Dollars in hand paid, CONVEY AND WARRANT, to **GERALD E. SIKORA**, Trustee

of the City **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 **Chicago** County of **Cook** and State of **Illinois**, to-wit:

Lot 6 in Block 3 in Dickey's Fourth Addition to Chicago being a Subdivision of Part of the Northwest 1/4 of the Southeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. Also known as; 1042 N. St. Louis, Chicago, Illinois. Permanent Tax No: 16-02-405-026-0000.

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 **Charles R. Brister** (married to **Adela Brister**)

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

payable in **36** successive monthly installments each of **67.21** due **monthly** on the note commencing on the **27** day of **September** 19**85**, 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 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) not waste to said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises insured to the extent 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 this 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 in force on 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 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 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 a new 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 hereon 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, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as aforesaid, 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof granted, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, warrant, all right to the possession of, and receive trust, 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 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 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 **8** day of **August** A. D. 19 **85**
Charles R. Brister (SEAL)
Adela Brister (SEAL)

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State of Illinois }
County of Cook }

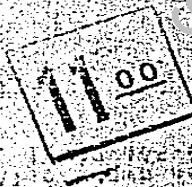
I, Ellen Sugerman
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles R. Brister
(married to Adela Brister)

personally known to me to be the same person whose names are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
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 August A. D. 1905

Ellen Sugerman
Notary Public

DEPT-91 RECORDING
#11.00
TRAN 2577 68/16/85 69.29.00
#4965 # B * 85-148815



Box No. 146

SECOND MORTGAGE

Trust Deed

CHARLES AND ADELA BRISTER
1042 N. ST. LOUIS
CHICAGO, ILLINOIS

TO

GERALD E. SIKORA, Trustee
LAKEVIEW TRUST AND SAVINGS BANK
3261 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

UNIT CONTRACTORS, INC.
11007 SINDLER ROAD
CHICAGO, ILLINOIS 60643

LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2180

85-148815

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