

# UNOFFICIAL COPY

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49-45056

TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor EDDIE STEPHENS & MAE STEPHENS (MARRIED TO EACH OTHER) AS JOINT TENANTS

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of SIX THOUSAND DIME HUNDRED EIGHTY EIGHT AND 1/100 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:

LOT 12 IN BLOCK 11 IN HULL AND SONS NORTH AVENUE  
AND CENTRAL AVENUE SUBDIVISION OF THE SOUTHWEST  
1/4 OF SECTION 33 TOWNSHIP 40 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS

COMMONLY KNOWN AS 1622 N WWA (CHICAGO)  
PERMANENT TAX ID: 13-33-319-025-0000

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 EDDIE STEPHENS & MAE STEPHENS (MARRIED TO EACH OTHER)  
justly indebted upon one principal promissory note, bearing even date herewith, payable  
HODGEN GENERAL CONTRACTORS ASSIGNED TO LAKEVIEW TRUST &  
SAVINGS BANK OF CHICAGO  
payable in 72 successive monthly instalments each of 96.96, 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... covenant... and agree... as follows: (1) To pay said indebtedness at the interest herein, 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, assessments against and penalties, and on demand to submit to the trustee for or  
permises shall be submitted to him, (3) to keep all buildings and improvements on said premises that may have been destroyed or damaged, (4) that waste to and  
theirselves shall be removed from the premises, and (5) to pay all expenses of removal and restoration, which may be attached payable first, to the trustee or Mortgagor, and,  
second, to the Trustee, bearing as their interests may appear, which places shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid, (6) to pay  
all prior encumbrances, and the interest therein, at the time or times when the same shall become due and payable.

In the Event of failure to so incur, or pay taxes or assessments, or the prior encumbrances or the interest therein, when due, the grantor or the holder of said indebtedness,  
may procure such insurance, or buy such taxes or assessments, or discharge or purchase any taxes or title or land or premises or all prior encumbrances and the interest  
thereon from time to time, and all monies so paid, the grantor... agrees... to repay immediately without demand, and the same with interest thereon from the date of payment  
at seven percent per annum, shall be a modifiable annual charge, and the same with interest thereon from the date of payment at seven percent per annum, shall be recoverable by  
foreclosure thereof, or by suit at law, or habeas, the same as if all of said indebtedness had then matured by express terms.

In a Action by the grantor... that all expenses and disbursements paid or incurred in behalf of complaint in court, with the foreclosures herein - including reasonable  
attorneys fees, outlays for documentary evidence, stenographer's charges, cost of process or collecting attachment, and the like, and all expenses and disbursements  
incurred in the defense of the same, and all expenses and disbursements incurred in any suit proceeding where the action or any other kind of action of law and equity  
as well, may be a party, shall also be paid by the grantor... All such expenses and disbursements shall be an additional item upon and before same, shall be taxed as costs and be added  
to any decree that may be rendered in such foreclosure proceeding, whether decree of sale shall have been entered or not, shall not be dissolved, nor a release  
hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor fees have been paid. The grantor... or administrator... and for the heirs, executors,  
administrators and assigns of said grantor... waive... all right to the possession of, and income from, and premises pending such foreclosure proceedings, and serve... that upon  
the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once end 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 and 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 and County is hereby appointed to be, second and 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 party entitled, on receiving his  
reasonable charge.

Witness the hand... and seal... of the grantor... this 9 day of August A.D. 1985

X Eddie Stephens  
& Mae Stephens

(SPAL)

(SEAL)

(SEAL)

(SEAL)

# UNOFFICIAL COPY

State of Illinois

County of Cook

I, ANDREW L JAMES

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
EDDIE STEPHENS & MAE STEPHENS (MARRIED TO EACH OTHER)  
AS JOINT TENANTS

personally known to me to be the same personS 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  
as they 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 9  
day of August A.D. 1985

My Commission Expires Oct. 4, 1986

Eddie L. James

Notary Public

AT497 # B \* -85-148821  
T#2222 TSMN 2577 08/16/85 09:28:00  
DEPT-31 RECORDINGS \$11.00

Bor No. 146

SECOND MORTGAGE

Trust Deed

EDDIE AND MAE STEPHENS  
1622 N. LUNA  
CHICAGO, ILLINOIS 60639  
TO  
GERALD E. SIKORA, Trustee  
LAKEVIEW TRUST AND SAVINGS BANK  
3721 N. ASHLAND AVENUE  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:  
ANDREW L. JAMES

HOPPER GEORGE CONTRACTORS  
3244 N. POLARIS, CHICAGO, IL 60641  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE, CHICAGO, IL 60657  
312/525-2180

RECORDED

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