

# UNOFFICIAL COPY

49-45059

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Jewel Kennon, Divorced and not since remarried and Lydia Kennon, a spinster, as joint tenants

of the City Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Eight Thousand, Five Hundred, Sixteen & 76/100 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 everything 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 30 and the South 1/2 of Lot 31 in Block 1 in Homebuilders Addition to Fernwood East 1/2 of Lot 4 (except the South 1 acre) of the East 1/2 of Lot 5 in School Trustee's Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 10348 S. Wallace, Chicago, Ill.  
PIN # 25-16-103-035

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 Jewel Kennon, Divorced and not since remarried & Lydia Kennon a spinster as joint tenants jointly indebted upon one principal promissory note, bearing even date herewith, payable TO: 1st CITY BUILDERS, INC ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 84 successive monthly instalments each of 101.39 due monthly  
on the note commencing on the 8th day of September 1985, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

This 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 time of payment; (2) To pay prior to the first day of June in each year, all taxes and assessments levied 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 which may have been destroyed or damaged; (4) That waste to said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured by companies 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 loss 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.  
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 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 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.  
It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor fees, outlays for documentary evidence, notary public'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 herein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, and shall be taxed as costs 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor 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 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 grantee, 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 to receiving his reasonable charges.

Witness the hand and seal of the grantor this 12 day of August A. D. 1985

Jewel Kennon (SEAL)  
Lydia Kennon (SEAL)

State of Illinois }  
County of Cook } 115

I, Hope Wolff  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Jewel Kennon, Divorced and not since remarried and Lydia Kennon, a spinster as joint tenants  
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  
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 12  
day of August A.D. 19 85

*Hope Wolff*  
Notary Public  
Commission Expires 4/23/86

Property of Cook County, Illinois

6101730

DEPT-21 RECORDING  
1#2222 TRAM 2577 08/16/85 09:30:00  
#4967 # 5 \* 85-148819

85-148819



SECOND MORTGAGE  
**Trust Dept**

Jewel & Lydia Kennon  
10348 S. Wallace  
Chicago, IL

TO

GERALD E. SIKORA, Trustee  
LAKEVIEW TRUST & SAVINGS BANK  
3201 N. Ashland  
Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY:  
Alex Tapper  
1st City Builders, Inc.  
3849 W. Devon  
Chicago, IL 60659  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

Box No. 146