

# UNOFFICIAL COPY

49-45067

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

8 5 1 85148827

This Indenture, WITNESSETH, That the Grantor William H. Fisher (WIDOWED)

of the City of Chicago, County of Cook and State of Illinois  
for and in consideration of the sum of Two Thousand Twenty Two and 84/100 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 619 in Allerton's Englewood Addition in the Southwest Quarter (1/4) of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

COMMONLY KNOWN AS: 2102 W. 70th Place, Chicago,  
PERMANENT TAX NO: 20-19-335-018-0000

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 William H. Fisher (WIDOWED)  
justly indebted upon on principal promissory note, bearing even date herewith, payable to: Cory Construction Corp. Assigned to Lake View Trust & savings

payable in 36 successive monthly instalments each of 56.19 due monthly  
on the note commencing on the 17 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 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) that waste to said premises shall not be committed or suffered; (5) to keep all buildings on or at any time on said premises insured in 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 the amount 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 indebtedness, and the interest thereon, at the time or times when the same shall become due and payable; (7) that in the event of default in the payment of any such indebtedness, the grantee or holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or 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; (8) that in the event of a breach of any of the abovesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (9) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorneys fees, outlays for documentary evidence, disbursements for charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees, 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, as such, may be a party, shall also be paid by the grantor; (10) 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 decree of sale shall have been entered or made, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said premises, and for the heirs, executors, administrators and assigns of said grantor, waives all right in the possession of, and thence from, said premises pending such foreclosure proceedings, and agrees 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 estate 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 abovesaid 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 13 day of August, A. D. 1985

*William H. Fisher*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

85148827

State of Illinois }  
County of Cook } 55.

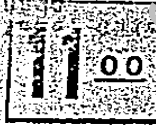
I, Alex Eisenberg  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that William B. Fisher  
(Widowed)

personally known to me to be the same person whose name 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 13  
day of August A. D. 19 85

*William B. Fisher*  
Notary Public

RECORDING FEE \$11.00  
TRAN 2577 08/16/85 09:32:00  
#1877 # B \* 85-148827



Box No. 146

SECOND MORTGAGE

Trust Deed

WILLIAM H. FISHER  
2102 W. 70TH PLACE  
CHICAGO, ILLINOIS 60636  
TO  
GERALD E. SIKORA, Trustee  
LAVE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.  
6316 N. Cicero Ave.  
Chicago, Illinois 60646  
Alex Eisenberg  
ALEX EISENBERG AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILLINOIS 60657  
312/593-2180

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Property of Cook County, Illinois