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This Document Prepared By: Christy Brutlag 4000 W. North Ave. Chicago, IL 60639

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85151216

627-35234

0000000000

This Indenture, WITNESSETH, That the Grantor Rita Emery

Property Address: 5103 N. Oakley

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

for and in consideration of the sum of Seven thousand two hundred sixty and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, 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:

Lot 63 in Sam Brown Jr.'s Webster Avenue Subdivision of the North West

1/4 of the South West 1/4 of Section 7, Township 40 North, Range 14, East

of the Third Principal Meridian,

P.R. #1 114-07-305-010

Hereby releasing and waiving all rights under and by virtue of the normal exemption laws of the State of Illinois.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness, The Grantor Rita Emery

justly indebted upon one principal promissory note, bearing even date herewith, payable

payable in 60 successive monthly installments each of 121.00 due

on the note commencing on the 26th day of September 85, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

The Grantor, hereunto, and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note provided, or according to any agreement extending time of payment; (2) to pay 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 on said premises shall not be committed or suffered; (5) to keep all buildings now 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 loss clause attached and paid in full, 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 gross incumbrances 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 or purchase any tax lien or title affecting said premises or any part thereof from the date of payment at legal tender per annum, shall be as much additional indebtedness secured hereby.

In the event of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, 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, or a greater rate 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 the grantee in connection with the foreclosure hereof— including reasonable solicitors fees, suitors for documentary evidence, stenographer's charges, cost of procuring or computing abstracts showing the whole title of said premises, including 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 or 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, 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 stayed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including an attorney's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose the 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

Joan J. Behrendt 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 12th day of August, A. D. 19

Rita Emery

(SEAL)
(SEAL)
(SEAL)
(SEAL)

BOX 22

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State of Illinois }
County of Cook } 55.

I, Stanley Lieberman

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that

Rita Emery

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 she signed, sealed and delivered the said instrument as her 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 12th day of August, A. D. 1985.

Stanley Lieberman
Notary Public

Property of Cook County Clerk's Office

DEPT-91 RECORDING
#8807 # 2 * 85-151216
1#1111 TRM: 6974 08/19/85 07:57-09
\$11.00

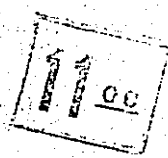
Box No. 22

SECOND MORTGAGE
Trust deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639



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