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27-35308

BOS

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Robert L. Lewis and Loretta Lewis, his wife

Property Address: 8748 S. Euclid of the City of Chicago, County of Cook and State of Illinois

for and in consideration of the sum of Five thousand one hundred seventy-six 620/100---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 29 in Block 1 in W. C. Wright's First Addition to Jackson Park, being a Subdivision of Lots 1, 2, 3, 4 and 8 in Commissioners Par-

tition of the East 1/2 of the East 1/2 of the North West 1/4 of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E. #25-01-108-037 RP

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 Robert L. Lewis and Loretta Lewis, his wife

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

payable in 60 successive monthly payments each of \$86.27 due on the note commencing on the 4th day of Oct. 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR HEREBY AND AGREE AS FOLLOWS: (1) To pay said indebtedness, and the interest thereon, as herein and on 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 none of said premises shall not be remitted or suffered; (5) to keep all buildings on or at any time on said premises insured in proportion to the interest therein, and to hereby authorize to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause also heretofore payable, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, such 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 Trustee 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 all or all part of the same, 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 as aforesaid herein.

In the Event of a breach of any of the aforesaid covenants or agreements to the extent of said indebtedness, including principal and all unpaid interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by out of 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 on behalf of the grantor in connection with the hereinbefore provided, including reasonable solicitor fees, not to exceed the amount of the charge, cost of preparing or completing abstract showing the whole title of said premises, filing for foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, incurred by any part of proceeding wherein the grantor or any holder of any part of said indebtedness, or any 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 deemed to be a release or discharge, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, her heirs, assigns, administrators and assigns of said grantor, shall have no right to the possession of and income from said premises pending such foreclosure proceedings, and 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 of and charge of said premises and proceed to collect the rents, issues and profits of the said premises.

In the Event of the death, removal or absence from Cook County of the grantor, or of his refusal or failure to act, then Joan J. Behrendt, of said county or 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 or persons shall then be the acting Receiver of the said County to be here appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 20th day of AUGUST, A D 19 85

Robert Lewis (SEAL)
Loretta Lewis (SEAL)

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State of Illinois }
County of Cook } 55.

I, Maureen Brown
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Lewis and
Loretta Lewis, his wife

personally known to me to be the same person whose name S. subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that L. he y. s. d. e. d. a. d. e. l. i. v. e. r. e. d. t. h. e. s. a. i. d. i. n. s. t. r. u. m. e. n. t.
as thei 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 20th
day of August A. D. 19 85.

Maureen Brown
Notary Public

Property of Cook County Clerk's Office

DEPT. OF RECORDS
TRUST 1985-08-26 10 41 34
#002 4 3 4-85-161726

85-161726

1985 AUG 26 10 41 34

Box No. 222
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