

THIS INSTRUMENT WAS PREPARED BY DEBORAH A. HOLSMAN, 4000 W. NORTH AVENUE, CHICAGO

TRUST DEED—SECOND MORTGAGE FORM—ILLINOIS

85167728 5 1 85 192-35343

This Indenture, WITNESSETH, That the Grantor **Harrison Lott, Jr. and Callie Lott, his Wife**
 Property Address: **1500 E. Marquette**
 of the **City** of **Chicago**, County of **Cook** and State of **Illinois**
 for and in consideration of the sum of **Two thousand five hundred three and 44/100** --- 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 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:
The West 1/2 of Lot 13 in White and Coleman's Subdivision of that part East of the right of way of the Illinois Central Railroad North of the South 703.4 feet and South of the North 1012.5 feet of the North East 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, P.R.E.I. #20-23-221-01240.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In TRUST, never to be held for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor **Harrison Lott, Jr. and Callie Lott, his Wife**

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

payable in **36** successive monthly instalments each of **\$69.54**, due on the note commencing on the **10th** 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 trustor covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or regarding in any agreement extending time of payment, (2) to pay prior to the first day of June in each year, all taxes and assessments on 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 against fire, theft and other risks, who is fairly authorized to place such insurance at his expense acceptable to the holder of the first mortgage indebtedness, with the cost 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 mortgages, 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 price, principal or interest on the note 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 pay all prior mortgages and the interest thereon from time to time, and all names so paid, the grantor agree to repay immediately without demand and the cost of such interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured herein.

In the event of a breach of any of the above covenants or agreement, the whole of said indebtedness, including principal and 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 said indebtedness had the maturity of a promissory note.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of any payment in respect to said premises, including reasonable valuation fees, outlays for documents, copies, stamps, postage charges, cost of preparing or completing abstract showing the whole title to said premises, including late notice decrees, shall be paid by the grantor, and the like expenses and disbursements, retained in 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. All such expenses and disbursements shall be an additional lien upon said premises, shall be a first and preferred lien in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall be deemed, from a date so hereon given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, his said grantor, his 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 and 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

Joan J. Behrendt of said 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 of said County is hereby appointed to be second 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 charges.

Witness the hand and seal of the grantor, this **26th** day of **AUGUST**, A.D. 19 **85**

Harrison Lott Jr. (SEAL)
x Callie Lott (SEAL)

85167728

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, the undersigned
a Notary Public in and for said County, in the State aforesaid, Do hereby certify that **Harrison Lott, Jr. and
Callie Lott, his Wife**

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 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 **26th**
day of **AUGUST**, A. D. 19**85**.

Richard R. Raley
Notary Public

Property of Cook County Clerk's Office

DEPT-01 RECORDING 511 99
7-1111 3474 5457 08/26/85 10 35:06
45340 # 4 * 95-167728

Not. 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

0451 P5