

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85225029

36-45758

This Indenture, WITNESSETH, That the Grantor Autry Cox and Petrolia Cox his wife, as joint tenants

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

for and in consideration of the sum of Three Thousand Nine Hundred sixty eight and 64/100 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: The North 39 Feet of Lot 6 in subdivision of Block 1 in Mrs. Hilliard's subdivision of Block 3 in Hitts subdivision in the Southeast 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Also known as: 9925 S. Carpenter, Chicago, Illinois. Permanent Tax No: 25-08-403-033 MC

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 Autry Cox and Petrolia Cox his wife, as joint tenants justly indebted upon one principal promissory note, bearing even date herewith, payable Unique Contractors, Inc., assigned to Lakeview Trust & Savings Bank

payable in 36 successive monthly installments each of 110.24 due monthly on the note commencing on the 14 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 IS A JUDICIAL NOTICE**

The Grantor... 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 rebuild or reconstruct; (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 conformity to be required by the grantee herein, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with the clause attached pertaining to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee, and the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 encumbrances of the subject premises when due, the trustee at the holder of said indebtedness, may procure such insurances, or pay such taxes or assessments, or discharge or purchase any tax lien or lien reflecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor... agree... 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. In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all accrued interest, shall, at the option of the legal holder thereof, become immediately due and payable, and with interest thereon from the date 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 on behalf of any claimant in connection with the foreclosure of said... including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, and the foreclosure decree... shall be paid by the grantor... And the like expenses and disbursements, occasioned by any suit or proceeding to enforce the trustee 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 paid as a lien, and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be stayed, nor a release thereon given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... and in the best of their judgment, 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 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand and seal of the grantor this 30 day of September A. D. 1985

Autry Cox (SEAL)  
Petrolia Cox (SEAL)  
(SEAL)  
(SEAL)

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UNOFFICIAL COPY

Box No. 144

SECOND MORTGAGE

Trust Deed

TO

James J. Petrean, Jr.

925 S. Ashland Ave.

TO

GERALD E. SIKORA, Trustee

3301 W. Ashland Ave.

Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

William J. Belmont

CHYE I C. 60611

LAKE VIEW TRUST AND SAVINGS BANK  
3301 N. ASHLAND AVE., CHICAGO, IL 60657  
312/526-2180

85-225027

Property of Cook County Clerk's Office

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SERIALIZED  
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DEPT-91 RECORDING \$11.00  
TRAN 0122 10/08/85 19:00:00  
#1938 # D \* 85-225027

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I, Ellen Sugarman  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Astry Cox and Petrolia  
Cox his wife, as joint tenants  
personally known to me to be the same person, whose name are  
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.  
When under my hand and Notarial Seal, this SEPTEMBER 18, 1985  
day of  
Ellen Sugarman  
Notary Public