

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

35225
85225029

36-45758

This Indenture, WITNESSETH, That the Grantor ...
wife, as joint tenants

Autry Cox and Petrolia Cox his

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
in hand paid, CONVEY, AND WARRANT, to GERALD E. SKORA, Trustee.

Dollars
64/100

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 Hitt's 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 *AC*

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 August 1983, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A JUDGMENT DEBT

The Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, to him and to his heirs and to his executors 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 to demand its exhibit amounts therefore; (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 where no said premises shall not be encumbered or suffered; (5) to keep all buildings now or at any time on said premises insured in conformance to be required by the trustee herein, who is hereby authorized to place such insurance or compensation irrespective to the holder of the first mortgage indebtedness, which loss or damage sustained shall be paid to the First Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees, until the indebtedness is fully paid; (6) to pay all prior assignments, and the interest thereon, at the time or times when the same shall become due and payable;

In the Event of failure to mature, or pay taxes or assessments, or the prior assignments or the interest therein 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 item of title affecting said premises or pay all prior assignments and the interest therein 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 incurred thereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the holder of said indebtedness, including principal and all accrued interest, shall, at the option of the legal holder thereof, retain title, become the owner of the same, and all rights and interests in and to said real estate, or parts thereof, shall be recoverable by foreclosure thereof, or by way of sale, to both, the same as if of his own indebtedness had then matured, to expenses, costs,

In Action by the grantor ... that all expenses and disbursements paid or incurred in respect of computations in connection with the foreclosure or sale, including reasonable collection fees, entitles for documents evidence, stamp duties, charges, cost of returning or completing abstract showing the whole title of said premises and all other expenses above—shall be paid by the grantor ... And the like expenses and disbursements, so incurred by any holder of said debt, if and when necessary, as much, may be a party, shall also be paid by the grantor ... All such expenses and disbursements will be an additional debt upon said premises, shall be taxed as taxes, 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 subject to any release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor ... or said grantor ... and his heirs, executors, administrators and assigns of said grantor ... waive ... all right to the possession of, and income from, said premises pending foreclosure proceedings, and agree ... that upon the filing of any bill to foreclose that 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, if he so refused to deliver to another

Thomas F. Bussey, ... of said County is hereby appointed to be first successor to this trust, and of the
any like cause and first successor fail or refuse to act, the person who shall then be the acting Successor of Trustee of said County is hereby appointed to be second successor on this
trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in Trust, shall return said premises to the party entitled, on receiving the
reasonable charges.

Witness the hand ... and seal ... of the grantor ... this 30 day of September 1983

A.D. 1983

Autry Cox
Petrolia Cox

—SEAL—

—SEAL—

—SEAL—

85225029

Box No. 1446
.....

SECOND MORTGAGE

Grant Deed

Henry F. Pernell, Jr.
9925 S. Concourse
Chicago, IL 60643

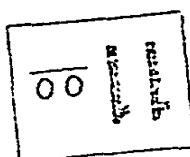
TO

GERALD E. SIKORA, Trustee

THE VIEW TRUST, INDIVIDUAL
3201 N. ASHLAND AVE., CHICAGO, IL 60657
1-444-2664/1
3201 N. ASHLAND AVE., CHICAGO, IL 60657
(312)526-2180

THIS INSTRUMENT WAS PREPARED BY:

John J. Cawie
1441 W. Belmont
SCHMIDT CO. INC.



dated under my hand and Notarial Seal, this 30 day of September, A.D. 1985.

I, personally known to me to be the same person, whose name is A.R.E., do hereby certify that I have signed, sealed, delivered and delivered this instrument, appeared before me this day in person, and acknowledged that I, having signed, sealed, delivered and delivered this instrument as the instrument, agree and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, Ellen Sugerman, as joint tenant(s) of this property, in and for said County, in the State aforesaid, do hereby certify that Autry Lox and Peterola,

County of Cook
State of Illinois

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6/3/88

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