

This Indenture, WITNESSETH, That the Grantor Deborah Stewart (Divorced and not since remarried)

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

for and in consideration of the sum of Eight Thousand Seven Hundred Thirty & 12/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKOHA, 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 17 in Block 2 in the Subdivision of Block 45 (except the South 265 feet of the West 218 feet thereof) in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (Except the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof), in Cook County, Illinois.

Commonly known as: 2332 W. Belmont, Chicago Permanent Tax No: 14-19-328-018-0000 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.

WITHESS, The Grantor Deborah Stewart (Divorced and not since remarried)

Justly indebted upon one principal promissory note, bearing even date herewith, payable to Cory Construction Corp. assigned to Lake View Trust & Savings

payable in 84 successive monthly installments each of 103.93 due monthly on the note commencing on the 5th day of Dec 1985, and on the same date of each month thereafter, until paid, with interest prior maturity at the highest lawful rate.

THIS IS A JUNIOR MORTGAGE

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of each year, all taxes and assessments against said premises, and to demand and submit 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 to 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 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 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 grantee 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 any prior incumbrances 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 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, 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 of said indebtedness had then matured by express terms.

If an Auction by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract 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 herein the grantee 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 tax-like 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 constitute a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor... for said grantor... and for the 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 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

Thomas F. Bussoy... 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 21st day of October A. D. 19 85

Deborah Stewart (Signature)

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

UNOFFICIAL COPY

Not No. 146

SECOND MORTGAGE

Trust Deed

Deborah Stewart  
3337 West Belmont  
Chicago, Illinois 60618

TO

GERALD E. SIKORA, Trustee  
First National Bank  
6901 N. Lakeside  
Chicago, Illinois 60627

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.

6316 N. Cicero Ave.

Chicago, IL 60646

Alex Eisenberg

LAKEVIEW TRUST AND SAVINGS BANK

201 N. ASHLAND AVE. CHICAGO, IL 60607

312525-2180

Property of Cook County Clerk's Office

11.00

-85-262675

DEPT-01 RECORDING 11.00  
TRAN 1274 10/31/85 13:00:00  
#3524 # C \* 05-262675

I, Alex Eisenberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Deborah Stewart (Divorced and not since remarried) 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. I signed under my hand and Notarial Seal, this 11th day of October, A. D. 1985.

Notary Public  
*Deborah Stewart*

85-262675