

UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Michael J. Crothers and Mary J. Crothers as joint tenants

of the City of Orland Park County of Cook and State of Illinois

for and in consideration of the sum of Eighteen Thousand Seven Hundred Thirty Seven & 04/100 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 Orland Park County of Cook and State of Illinois, to-wit:

Commonly known as: 1923 HUNTINGTON CDT, ORLAND PARK
Lots 24 thru 31 both inclusive in Block 1 and Lots 1 thru 3 both inclusive, Lots 12 14 & 15 all in Block 5 and Lots 1 thru 6 both inclusive in Block 5 A and Lot 1; Lots 4 thru 7, both inclusive; Lots 9 thru 15, both inclusive, all in Block 7, in "Orland Hills Gardens" "Unit No. 1" being a Subdivision of part of the SW 1/4 of Section 9, and part of the North 1/2 of the NW 1/4 of Sec. 16, and part of the NE 1/4 of the NE 1/4 of Section 17, all in Township 36 North Range 12 East of the Third Principal Meridian, in Cook County, Illinois PIN # 27--09-306-003-0000

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 Michael J. Crothers, and Mary J. Crothers, as joint tenants

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

TO: 1st City Builders Inc. ASSIGN TO: LAKE VIEW TRUST & SAVINGS BANK

payable in 84 successive monthly installments each of 233.06 due monthly on the note commencing on the 2ND day of JAN 1964 and on the same date of each month thereafter, until paid, with interest after 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, including 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 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 all 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 earned 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. It is Agreed by the grantor that all expenses and disbursements 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, abstracting foreclosure decree 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 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 annulled, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and to 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. 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 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 18th day of November A. D. 1963
x Michael J. Crothers (SEAL)
x Mary Jane Crothers (SEAL)

85308731

11.02

UNOFFICIAL COPY

Box No. 146

SECOND MORTGAGE

Trust Bond

Michael & Mary Crothers
14922 Huntington Court
Orland Park, IL.

TO

GERALD E. SKORA, Trustee
LAKE VIEW TRUSTS SAVINGS BANK
3201 N. Ashland
Chicago, IL. 60657

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
1st City Builders Inc.
3849 W. Devon
Chicago, IL. 60659
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL. 60657
312/525-2180

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#3333 TRAN 0127 12/04/85 13:35:00
#0227 # C * -85-308731

-85-308731

I, Hope Wolfe
 a Notary Public in and for said County, in the State of Illinois, do hereby certify that
 Michael J. Crothers & Mary Jane
 are joint tenants
 personally known to me to be the same person whose name
 are subscribed to the foregoing
 instrument, appeared before me this day in person, and acknowledged that the X signed, sealed and delivered the said instrument
 their free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
 (Signed under my hand and Notarial Seal, this 18th day of November 1985 A. D. 1985)
 Hope Wolfe
 Notary Public
 Commission Expires: 4/23/86

State of Illinois }
County of Cook }
515.