

2nd Mortgage

UNOFFICIAL COPY

186557825 36-50099

This Indenture, WITNESSETH, that the Grantor,

James Harris & Leola Harris

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

for and in consideration of the sum of Eight Thousand Sixteen Dollars & 60/100-----Dollars in hand paid, CONVEY, AND WARRANT to DENNIS S KANARA, 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 34 And the South 9 feet of lot 35 in John A. May's Subdivision of the West half of the north West Quarter of the North East quarter of the North East quarter of Section 11, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Copied from Deed Book 113 p. 113 A. Elwana Corp.

P.M. 16 11/20/46 S. 3.8 11

13-4-0-18

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

Is Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantor's James Harris & Leola Harris

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 133.61 each until paid in full, payable to

WILLARD LEONARD & MORTGAGE CO., Lake Charles, La.

86557825

THIS IS A JUNIOR MORTGAGE

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, when and as and 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, charges and expenses, 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 Mortgagor, and, second, to the Trustees herein as their interests may appear, which policies shall be kept and remain with the said Mortgagors or Trustees until the indebtedness is fully paid. 6. To pay all prior imbursements and the interest thereon, at the time or times when the same fall become due and payable.

In the event of failure to make payment as aforesaid or if the interest thereon, when due, the grantee or the holder of said indebtedness, may proceed in such manner as to pay such accrued imbursements or demands, and to sue for and recover the same in and premises, by all legal imbursements and the interest thereon from time to time, and all monies so paid, the grantor agrees to pay 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 thereby.

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 should then matured by express terms.

In witness by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosures, including reasonable solicitors fees, attorney's fees for documentary evidence, stenographer's charges, cost of preparing or computing abstract showing the whole title of said premises embracing foreclosed decree, shall be paid by the grantor, and the like expenses and disbursements occasioned by suit or proceeding wherein 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 item upon said premises, shall be lawful 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 dispensed, nor a release hereof given, until all such expenses and disbursements and the costs of said preceding solicitor fees have been paid. The grantor, for said grantor and in the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of and income from the 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, Wood 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 30 day of

September

A.D. 19⁸⁶

X James Harris
X Leola Harris

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Urist Red

Box No. 16

Ind. Marriage

RECEIVED
FEB 12 1942
T. R. Chastain
Mr. West

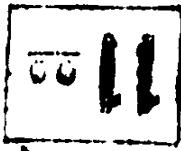
2

DENNIS S. KANARA, *Typhoid*

John C. Newell
1875, & Asland
Life, etc. 1853

THIS INSTRUMENT WAS PREPARED BY:

Walter H. Hunt Jr.
975 N. Belmont,
Chicago, Ill. 60657
LAKE View TRUST AND SAVINGS BANK
121 N. ASHLAND AVE. CHICAGO, IL 60657
312-525-2180



DEPT-01 RECORDING \$11.00
T#4444 TRAN 0383 11/24/86 10:22:00
#8995 # D *-B6-557325
COOK COUNTY RECORDER

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-86-557325

supplementary known to me to be the same person - whose name
is naturally appended before my own this day in presence and acknowledgment that he - is living, sealed and delivered to the foregoing
instrument, upon payment before me this day in person and acknowledgment that he - is living, sealed and delivered to the said instrument
as free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, MARIE KATHRYN BEEBE, of ANES, HARRIS + LEDA TX
a Notary Public in and for said County, in the State of Texas, do certify that:

Community in the Coops
{ Mr. Miller Illinois