

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture;

WITNESSETH, That the Grantor .....

Maria Ortega (div. 3, lot 3, sec. 6, block 75)

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

for and in consideration of the sum of .Five Thousand Eight Hundred Eight and No/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:

Lot 93 in Bickerdika's subdivision of the North half of Block 21  
in Canal Trustees' Subdivision of the West half of Section 5,  
Township 33 North, Range 14, East of the Third Principal Meridian,  
commonly known as 1524 W. Walton Street, Chicago, Cook County,  
Illinois...

COMMONLY KNOWN AS.....1524 W. Walton Street.....Chicago.

PERMANENT TAX NO:.....17-05-314-041 law

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 ..... Maria Ortega (div. 3, lot 3, sec. 6, block 75).....

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

payable in 60 ..... successive monthly installments each of .96.80 .. due monthly ..  
on the note commencing on the ..... day of ..... 1981, 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.....covenant.....and agree.....as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in 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 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 while to said premises no encumbrance is suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance or other security to be held by the title mortgagee, 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 in full reversion with 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon 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 tax lien or title affecting said premises or all prior incumbrances and the interest thereof 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 paid or incurred in behalf of complainant in connection with the foreclosure, he so--- 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 wherein the grantor or any holder of any part of said indebtedness, as trustee, may be party, shall also be paid by the grantor .... All such expenses and disbursements shall be an additional item upon said premises, shall be treated 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 dismissed, 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 for his heirs, executors, administrators and assigns of said grantor ....., will pay all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees ....., 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 charge.

Witness the hand, and seal, of the grantor ....., this 12th day of December, A.D. 1985

X Maria Ortega (SEAL)

X Gerald E. Sikora (SEAL)

(SEAL)

(SEAL)

(SEAL)

SECOND MORTGAGE

Uruit Corp

Monroe & Fawcett, Chicago  
1524 W. Wabash

Chicago, IL 60622

To

GERALD E. SIKORA, Trustee  
Pleasantway Apartments  
3201 N. Ashland Ave., Chicago, IL 60657

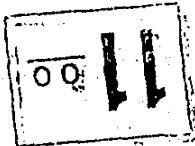
THIS INSTRUMENT WAS PREPARED BY:

GARY CONSTRUCTION CO., INC.

6316 N. Cicero Ave.  
Chicago, IL 60646  
Alex Eisenberg  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE, CHICAGO, IL 60657

86 Q111843

#2660 # D \* 86-011843  
T#1444 TRAN 0195 01/09/86 14:34:100  
DEPT-01 RECORDING \$11.00



Notary Public

I, Alex Eisenberg, a Notary Public in the State of Illinois, do hereby certify that the foregoing instrument, upon being presented before me this day in person, and acknowledged by the parties named therein, is a free and voluntary act, for the uses and purposes hereinbefore set forth, including the release and waiver of the right of homestead, as well as all other rights and interests which the parties may have in the property described in the instrument, and delivered into the said instrument, in the manner, upon the terms and conditions hereinabove set forth, and signed, sealed and delivered by the parties thereto, in the presence of the undersigned, who is a Notary Public in the State of Illinois, and has been duly qualified to act as such.

I, Alex Eisenberg, a Notary Public in the State of Illinois, do hereby certify that the foregoing instrument, upon being presented before me this day in person, and acknowledged by the parties named therein, is a free and voluntary act, for the uses and purposes hereinbefore set forth, including the release and waiver of the right of homestead, as well as all other rights and interests which the parties may have in the property described in the instrument, and delivered into the said instrument, in the manner, upon the terms and conditions hereinabove set forth, and signed, sealed and delivered by the parties thereto, in the presence of the undersigned, who is a Notary Public in the State of Illinois, and has been duly qualified to act as such.

State of Illinois  
County of Cook