

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor ... WALTER A. GAY ...

of the City ... of ... Chicago ... County of ... Cook ... and State of ... Illinois ... for and in consideration of the sum of ... Thirteen Thousand Seven Hundred Sixty Six & 76/100 ... Dollars ... in hand paid, CONVEY AND WARRANT ... to ... JOSEPH DEZONNA, 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 5 in Block 9 in Cobe and McKinnons 63rd Street and Kedzie Avenue Subdivision of the West Half of the South West quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 6110 South Sacramento, Chicago, Illinois.

Permanent Tax No. 19-13-319-023

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 ... WALTER A. GAY ...

justly indebted upon ... one ... principal promissory note bearing even date herewith, payable STONE CONSTRUCTION COMPANY and assigned to Northwest National Bank for the sum of Thirteen Thousand Seven Hundred Sixty Six & 76/100 (\$13,766.76) payable in 84 successive monthly installments each of \$163.89 due on the note commencing on the 9th day of March 19 86, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, as hereby and in said notes provided, or according to any agreement extending time of payments; (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 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; (7) to insure, or to cause to be insured, the premises herein described, and the improvements thereon, against fire, theft, and all other risks, and to procure such insurance, or any 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 ... agree ... 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. It is Agreed 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 abstracts 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 grantee or any holder of any portion 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 in addition to the 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 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 S. Larsen ... 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, then the person who shall be the successor 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 ... 23rd day of ... January ... A. D. 1986.

Walter A. Gay

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

86040059

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

WALTER A. GAY

TO

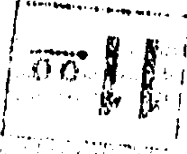
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert F. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, IL 60641

86040059



Property of Cook County Clerk's Office

DEPT-01 RECORDING
TRAN #141 01/29/86 09:51:00
#913 # 4 * 86-040059

I, *Walter A. Gay*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
WALTER A. GAY
personally known to me to be the same person, whose name
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this 23rd day of January, A. D. 19 86.
Walter A. Gay
Notary Public.