

2nd Mortgage

UNOFFICIAL COPY

36-48605

TRUST DEED

86191093

This Indenture, WITNESSETH, That the Grantor CHARLES BROOKS & RUBY MAY BROOKS (MARRIED TO EACH OTHER AS JOINT TENANTS)

of the City of CHICAGO, County of COOK, and State of ILL. for and in consideration of the sum of SIXTY THREE THOUSAND SIXTY EIGHT 00/100 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 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 43 IN BLOCK 1 IN WATSON TOWER AND DAVIS SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 SECTION 6 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PERMANENT TAX NO. 17-06-103-029 TP COMMONLY KNOWN AS 1530 N. LAURETT, CHICAGO, ILLINOIS

Heroby 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, AS JOINT TENANTS WHEREAS, The Grantor CHARLES BROOKS & RUBY M. BROOKS - MARRIED TO EACH OTHER

Justly indebted upon ONE principal promissory note, bearing even date herewith, payable TO: MODERN GENERAL CONTRACTORS ASSIGNED TO LAURETT TRUST, 1 SWING'S AVE. payable in 36 successive monthly installments, each of \$287.90 due MONTHLY on the note commencing on the 15 day of June, 1986 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

86191093

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 receipt 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 no part of 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 grantor 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 let and remain with the said Mortgagees or Trustees 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 so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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... 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 interest (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 been incurred 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 foregoing hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 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 treated as such and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, 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 for the heirs, executors, administrators and assigns of said grantor... waive... all right in 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 grantor, 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 grantor 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 1st day of May, A. D. 1986

CHARLES BROOKS (SEAL) RUBY M. BROOKS (SEAL)

UNOFFICIAL COPY

Box No. 146

John H. ...

Trust deed

James & Lily ...
9530 N. ...

Chicago, Ill.
TO

GERALD E. SIKORA Trustee
W. H. ...
3621 N. ...

THIS INSTRUMENT WAS PREPARED BY:
ANDREW JANKS
MORRIS GELBORN, COUC
3244 W. POLINA
CHICAGO, ILL. 60641
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/525-2180

Property of Cook County Clerk's Office

86-191093

11 00

DEPT-01 RECORDING \$11.00
142222 TRAN 0163 05/13/83 15:16:00
42221 E B *-86-191093

My Commission Expires Oct. 4, 1986

I, *ANDREW J. JANKS*
Notary Public in and for said County, in the State aforesaid, do hereby certify that *ANDREW JANKS* personally known to me to be the same person *ANDREW JANKS* whose name *ANDREW JANKS* is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *ANDREW JANKS* he signed, sealed and delivered the said instrument free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, *ANDREW JANKS* under my hand and Notarial Seal, this *11th* day of *August*, A. D. 19*86*

Notary Public
36016193