

2nd Mortgage

UNOFFICIAL COPY

36-48630

TRUST DEED

This Indenture, WITNESSETH, That the Grantor

Jessie Lee Johnson AKA Jessie Lee Vinegar

of the City of Chicago County of Cook and State of Illinois 86238100
for and in consideration of the sum of Thirteen thousand one hundred fifty six and 92/100 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 improvement 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, situate in the City of Chicago County of Cook and State of Illinois, to-wit:

Lot 37 and the North 1/2 of Lot 36 in Block 3 in W.C. Reynolds
Subdivision of the East 1/2 of the Northeast 1/4 of the
Northwest 1/4 of Section 9, Township 39 North, Range 13,
East of the Third Principal Meridian, in Cook County, Illinois.
Commonly Known As: 653 North Latrobe, Chicago, Illinois.

37
PFD # 16-09-13-002,003 (N 36) PP

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 Jessie Lee Johnson AKA Jessie Lee Vinegar
justly indebted upon one principal promissory note, bearing even date herewith, payable

Windy City Extensions assigned to
Lakeview Trust and Savings Bank

payable in 84 successive monthly installments each of 156.63 due monthly
on the note commencing on the 29 day of June 19 86 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 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 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 acceptable to the trustee or Mortgagee, and 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 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 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 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 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 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, her 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 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 he

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 15 day of May A. D. 1986

Jessie Lee Johnson (SEAL)
Jessie Lee Vinegar (SEAL)

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11/03

Box No. 1440

Paul W. Sisk

Trust Agreement

Paul Johnson Chicago
65 S W. State St

Chicago, Ill. 60604

GERALD E. SIKORA, Trustee

Schedule 1
3301 N. Ashland Ave
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

Windy City Estates
4520 W. Ashmore Ave
Chicago, Ill. 60630

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/525-2180

DEPT-91 RECORDING \$11.00
T#4444 TRAN 0197 06/12/86 09:20:00
#3702 # D * 86-238100

Property of Cook County Clerk's Office

MY COMM. EXP. MARCH 27, 1988

Notary Public

Paul Johnson

I, *Paul Johnson*, Notary Public in and for said County, in the State aforesaid, do hereby certify that *Paul Johnson* is personally known to me to be the same person whose name *Paul Johnson* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 *15th* day of *May*, A. D. 19*86*.

86238100

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