

This Indenture, WITNESSETH, That the Grantor Granville Brown & Eva Brown, his wife 86360565

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Four Thousand Three Hundred Seventy Five & 20/100 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: 2036 W. 69th St.

Lot 354 in Allerton's Englewood Addition in the Southwest 1/4 of Section 19, Township 38 North, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

P.I.N. 20-19-320-033 SW

THIS IS A JUNIOR MORTGAGE

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 Granville Brown & Eva Brown, his wife

justly indebted upon one principal promissory note bearing even date herewith, payable 1st Metropolitan Builders One Assignee Lakeview Trust & Savings

payable in 24 successive months, in installments each of 182.30 due monthly on the note commencing on the 10th day of September, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 on said premises, and on demand to exhibit receipts therefor; (3) 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 left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (4) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable, 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 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 six 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 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 taxed as costs 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 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 and 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 charges.

Witness the hand and seal of the grantor this 10th day of August A. D. 1984

Granville Brown (SEAL) Eva Brown (SEAL)

86360565

UNOFFICIAL COPY

Box No. 146

SECOND MORTGAGE

Trust deed

Grannille & Eva Brown  
9036 W. Logan St  
Chicago, Ill 60634

TO  
Chicago, Ill 60634

Gerold E. Sippora, Trustee  
Devious Bank  
3301 N. Dearborn  
Chicago, Ill 60641

THIS INSTRUMENT WAS PREPARED BY:

Not. Philipson, Builders  
4358 N. Dearborn  
Chicago, Ill 60641

11 00

86-360565

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
#11111 TRAN 0613 08/18/86 15:08:00  
#2062 # C \* 86-360565  
COOK COUNTY RECORDER

" OFFICIAL SEAL "  
ANDREA R. KLUSENDORF  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/2/87

I, Andrea R. Klusendorf  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Grannille, Brown, & Eva Brown, his wife  
are personally known to me to be the same person as whose name  
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument  
in full, free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.  
Signed up in my hand and my Notarial Seal, this 18th day of August, A. D. 1986

*Andrea R. Klusendorf*  
Notary Public

86360565