

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE (14 LINES)

8704-1448

This Indenture, WITNESSETH, That the Grantor
JAMES E. MCGEE AND VELMA MCGEE

of the C.I.T.Y. of CHICAGO County of COOK and State of ILLINOIS

for and in consideration of the sum of FOURTEEN THOUSAND FOUR HUNDRED NINETY-THREE AND 60/100
in hand paid, CONVEY, S AND WARRANT S to JULIAN LEKARCZYK, 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 C.I.T.Y. of CHICAGO County of COOK and State of Illinois, to-wit:

LOT 47 (EXCEPT THE SOUTH 16 FEET) AND ALL OF LOT 48 IN BLOCK 14
IN W.S. WALKER'S SUBDIVISION OF BLOCKS 14 AND 15 IN SALISBURY'S
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP
39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.I.N. 16-05-429-001 HLO (all) P
COMMONLY KNOWN AS: 359 N. MASSASOIT CHGO., ILL.

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, JAMES E. MCGEE AND VELMA MCGEE

justly indebted upon A one principal promissory note bearing even date herewith, payable
TO COMPLETE HOME IMPROVEMENT COMPANY, INC.

payable in 180 successive monthly instalments each of 80.52 due
on the note commencing on the 19 day of 19 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 hereon and in said notes provided, or according to any agreement extending time of payment, 2. to pay prior to the first day of due in each year all taxes and assessments against said premises and to demand to each his receipts therefor, 3. within sixty days after destruction or damage to rebuild or restore all the buildings improvements and said premises that may have been destroyed or damaged, 4. that waste be said premises shall not be committed or suffered, 5. to keep all the buildings and improvements on said premises insured in compliance with the policy effected by the grantor herein, and to hereby authorize to place such insurance in compliance with the policy effected by the grantor herein, and to hereby authorize the first Trustee or Mortgagee, and, second, in the Trustee herein as their interests may appear, which policies shall be effected and remain in full force and effect 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. In the event of failure to so insure, or pay taxes or assessments, or discharge of such taxes and fees, or time 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 on demand and the same shall be levied thereon from the date of payment at seven per cent. per annum, shall be as much additional indebtedness secured hereon, 8. In the event of a breach of any of the aforesaid covenants or agreements the principal and interest on 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 the 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 and become due, 9. In the event of a breach of any of the aforesaid covenants or agreements the grantor shall be liable for all reasonable expenses and disbursements paid or incurred in behalf of the grantor in connection with the foreclosure of said premises, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, and if proceeding in judicial foreclosure, including the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements incurred in and out of court proceedings, wherein the grantor or any holder of said indebtedness, as such, may be a party, shall also be paid by the grantor, 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included hereon given, until all such expenses and disbursements, and the costs of such proceedings, including solicitors fees have been paid, the grantor for said grantee, 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 grantor, or of his refusal or failure to act, then

ELISA DAVIS

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 S. and seal S of the grantor this 18TH day of OCTOBER A D. 19 86

James E. Mc Gee
Velma Mc Gee

THIS INSTRUMENT PREPARED BY:

SHARI SCHWIMMER
6246 N. PULASKI RD.
CHICAGO, IL 60646

(SEAL)
(SEAL)
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8704-1448

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Box No.

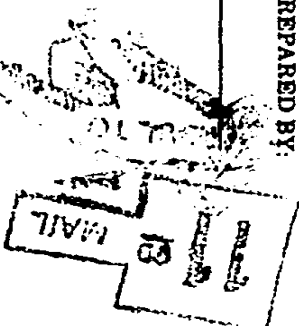
SECOND MORTGAGE

Trust Book

JULIAN LEKARCZYK, Trustee

TO

THIS INSTRUMENT WAS PREPARED BY:

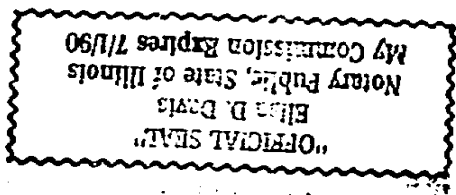


Mail to: Complete Home Improvement
8959 W. Belmont
Chicago, Ill. 60618

Property of Cook County Clerk's Office

87044448

DEPT-01 RECORDING \$11.25
TK3333 TRAN 5176-01/22/87 16:17:00
#0388 # 2 * 87-04448
COOK COUNTY RECORDER



87044448

I, ELISA D. DAVIS
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JAMES E. MCGEE AND VELMA MCGEE
personally known to me to be the same person, whose name S. _____
ARE _____
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
as _____ THE _____ and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
I have read the foregoing instrument, and the same appears to be the act and deed of the parties thereto.
Witness my hand and Notarial Seal, this _____ day of OCTOBER, 1986
A. D. 19. 86
Eliza D. Davis
Notary Public

State of Illinois }
County of Cook }
55.