

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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91159932

THIS INDENTURE WITNESSETH that, LOUIS G. BURGESS
divorced and not since remarried

(hereinafter called the Grantor), of
2030 N. Oakley Chicago, IL

for and in consideration of the sum of Ten and No/100 Dollars

in hand paid, CONVEY BY AND WARRANTS to THOMAS W. GONTE
of 1820 N. Humboldt, Chicago, IL 60647

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK and State of Illinois, to-wit:

DEPT. OF RECORDING 115 29
167222 FROM 7903 04/09/91 12 59 00
#1504 H E: # - 91 - 159932
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

See Exhibit A attached hereto and incorporated herein.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 14-31-132-045 and 14-31-132-046
Address(es) of premises: 2028 and 2030 N. Oakley, Chicago, IL 60647

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WITH REAS. The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable
to the order of Thomas W. Gonte, in the principal amount of \$50,000.00 with interest
on the unpaid balance from the date of the Note, until paid, at the rate of 12% per
annum. A final payment of principal and accrued interest is due on April 4, 1992.

-91-159932

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 paying 100% to the trust, Trustee or Mortgagee; and second, to the Trustee herein as then 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 so 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 12% percent 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 18% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as 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 plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling 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 shall hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor, and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is Louis G. Burgess

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 of 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.

This trust deed is subject to a first mortgage in favor of Avenue Bank and Trust Company recorded
as Document No. -91-159928 of Oak Park

Witness the hand and seal of the Grantor this 4th day of April, 1991 -91-159930

Louis G. Burgess (SEAL)

Please print or type name(s)
below signature(s)

(SEAL)

This instrument was prepared by Karen O. Meehan, Gould & Ratner, 222 N. LaSalle St., Chicago, IL 60601
(NAME AND ADDRESS)



1599

including bankruptcy proceedings

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RECORDED

STATE OF ILLINOIS
COUNTY OF COOK

SS.

I, the UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LOUIS G. BURBESS, DIVORCED AND NOT REMARRIED

personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of the mstead.

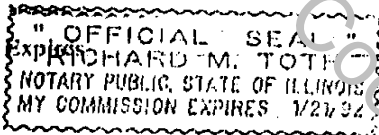
Given under my hand and official seal this 4th day of APRIL, 1991.

(Impress Seal Here)

Richard M. Tott

Notary Public

Commission Expires



888001-11

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BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

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9 1 1 5 9 9 3 2

LOTS 32 AND 33 IN BLOCK 17 IN HOLSTEIN, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

SECRET

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RIDER ATTACHED TO AND
MADE A PART OF THAT CERTAIN SECOND MORTGAGE
DATED APRIL 4, 1991, BETWEEN
LOUIS G. BURGESS, MAKER, AND
THOMAS W. CHOATE, HOLDER

1. This Rider supplements and modifies the provisions of the Mortgage described in the caption of this Rider and together therewith constitutes one Mortgage. In the event of any provisions of the Mortgage, the provisions of this Rider shall in all cases prevail and all conflicting provisions in the Mortgage shall be deemed deleted. All terms defined in the Mortgage and used in this Rider shall have the same definition as set forth in the Mortgage.

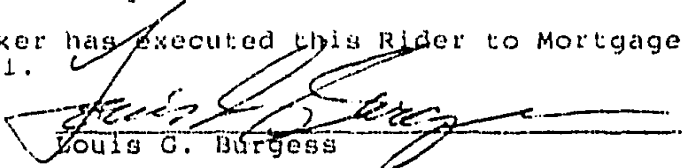
2. In addition to the provisions set forth in this Second Mortgage, it shall be an immediate default hereunder if:

- (a) any monthly payment under this Note is not paid when due;
- (b) without the prior written consent of the Holder, Maker shall create, ~~effect, consent to, or enter into any contract for sale,~~ or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of 2028 or 2030 N. Oakley, Chicago, Illinois (the "Premises") or any part thereof, or interest therein; in each case whether any such ~~contract for sale,~~ conveyance, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, provided, that the foregoing provisions of this paragraph shall not apply to (i) the lien of current taxes and assessments not in default, (ii) the lien of that certain first mortgage encumbering the Premises, in favor of Avenue Bank and Trust Company of Oak Park, ("First Mortgage"), or (iii) the lien securing this Note;
- (c) Maker defaults under any of its obligations contained in that certain promissory note secured by the First Mortgage;
- (d) Maker defaults under any of its obligations contained in that certain Second Mortgage bearing even date herewith, to Holder on the Premises which secures payment of this Note ("Second Mortgage").

In the event of default, the Holder may, at the Holder's option, declare all the sums evidenced by this Note to be immediately due and payable, with interest thereon from the time of such default at eighteen percent (18%) per annum. If Holder exercises such option to accelerate, Holder shall mail Maker notice of acceleration in accordance with the provisions relating to notice as provided below. The provisions of this Note relating to acceleration shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or any beneficial interest of Maker.

The Holder may exercise this option to accelerate during any default by Maker regardless of any prior forbearance. If suit is brought to collect this Note, the Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

IN WITNESS WHEREOF, Maker has executed this Rider to Mortgage this 4th day of April, 1991.


Louis G. Burgess

Property of Court Clerk
T.W.C
T.W.C
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INVESTIGATION REPORT

DATE: 10/15/2010

TIME: 10:00 AM

BY: [Name]

REPORT NO: 101510-001

FILE NO: 101510-001

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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