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Recording Date No 3476027 10/10/85

**This Indenture**, WITHNESSETH, That the Grantor ... Lois V. Moody, a widow

of the City ... of Chicago ... County of Cook ..... and State of ... Illinois  
 for and in consideration of the sum of Twenty Seven Hundred Fifty & 70/100 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:  
 9715 S. Luella Chicago, Illinois  
 Lot Twenty-Seven -(27)  
 In Block Four (4) in Merrionette Manor, being a Subdivision in the East  
 Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section 12, North of the Indian  
 Boundary Line, in Town 37 North, Range 14, East of the Third Principal  
 Meridian, according to the Plat of said Subdivision recorded in the  
 Recorder's Office of Cook County, Illinois, as Document Number 14127310.

Permanent Tax No. 25-12-221-009

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 ... Lois V. Moody, a widow.

justly indebted upon ... one ... principal promissory note ... bearing even date herewith, payable  
 Lakeview Trust & Savings Assignee First Metropolitan Builders, inc.  
 payable in 30 successive monthly installments each of 91.69 due ...  
 on the note commencing on the 27th day of Dec. 1985, 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 note 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 arising on said premises, and on demand to exhibit receipts therefor; (3) within thirty days after destruction or damage to refund or restore all buildings or improvements on said premises if they 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 make such selection and to name the company or companies to whom the insurance premium is to be paid, and to 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 ... 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 accrued 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 foreclosing hereof ... including reasonable collectors 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 in 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 defense herein given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor ... for and grantor ... and for the heirs, executors, administrators and assigns of said grantor ... waive all right to the possession of 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 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 1st day of October ..... A.D. 1985

X. .... 10/1/85 (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

# UNOFFICIAL COPY

SECOND MORTGAGE

## Trust Deed

Box 3A 90301

3490801

GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Address \_\_\_\_\_

Promised Date \_\_\_\_\_

Delivery Date \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

PAUL T. PERLIK

100 METROPOLITAN BUILDERS, INC.  
4435 N. Cicero Rd., Chicago, IL 60641

My Commission Expires Nov. 2, 1987

day of November A.D. 1985  
Witness under my hand and Notarial Seal, this 6th

I, ROBERT J. KLUSENDOERFER, free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, as hereinafter, prepared before me this day in person, and acknowledged that I, the aforesaid, signed, sealed and delivered this said instrument instrument, appraised before me this day in person, and acknowledged that I, the aforesaid, signed, sealed and delivered this said instrument personally known to me to be the same person, whose name is A. S. subcribed to the foregoing

I, ANDREA R. KLUSENDOERFER, widow of ROBERT J. KLUSENDOERFER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that I, ANDREA R. KLUSENDOERFER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

County of Cook  
Title of Note  
} \$15.