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27269078

49-39753

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor WANDA L. TOLBERT, MARRIED TO
GREGORY TOLBERT.

of the ... C.I.Y. of ... CHICAGO, County of ... COOK, ... and State of ... ILLINOIS, ...
for and in consideration of the sum of ... ONE HUNDRED EIGHTY-EIGHT THOUSAND AND FIVE HUNDRED 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the ... C.I.Y. of ... CHICAGO, County of ... COOK, ... and State of Illinois, to-wit:
LOT 69, IN HASTIE & RHETT'S ADDITION TO ENGLEWOOD, ON
THE HILL, A SUBDIVISION OF THE NORTH WEST 1/4 OF THE
NO. 111. NEAT 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20,
TOWNSHIP 38, NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 WANDA L. TOLBERT, MARRIED TO GREGORY TOLBERT,
justly indebted upon ... one ... principal promissory note, bearing even date herewith, payable
LAKEVIEW RENT AND SAVINGS BANK,

payable in 84 successive monthly installments each of \$43.93, due MONTHLY,
on the note commencing on the 07 day of MARCH 1984, 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 ... 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 prior to the first day of June in each year, all taxes and assessments against said premises, and demand to exhibit receipts therefor to which duty falls, and to pay all damages to reflect all taxes and assessments against said premises that may have been denied or damaged; (4) that waste to said premises shall not be committed or suffered; (5) that all buildings now or hereafter erected thereon shall be held in trust for the benefit of the party or parties authorized to place such encumbrances acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustees or Mortgagees, and, second, to the Trustees herein as long as interest may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all premiums for insurance on said interest.

In the Event of failure to insure, or pay taxes or assessments, or the prior nonpayment 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 liens, and the interest thereon from the date of payment, or pay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be set up and maintained as 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, in the event of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent, per annum, shall be rendered by foreclosure or otherwise, or in any other manner, as the law may permit.

It is agreed by the grantor ... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure herein— including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing said property, a small amount for recording, and all other expenses and disbursements, including costs of sale, shall be paid by the grantor ... and the holder of the first mortgage 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, to 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 any holder of the first mortgage indebtedness be compelled to accept a decree of sale, and the holder of the first mortgage indebtedness, and the grantor, shall be entitled to sue for the recovery of all expenses and disbursements of said grantor ... waive ... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 case of the death, removal or absence from said ... Cook ... County of the grantor, or his refusal or failure to act, then
Thomas F. Bussey ... of said County, a surety appointed to be first successor in this trust, and to succeed him in the
aforesaid covenants and agreements for the time he acts, 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 charge.

Witness the hand ... and seal ... of the grantor this 19 day of July 1984.

Gregory L Tolbert (SEAL)
Wanda L Tolbert (SEAL)

27269078-AUGUST 1984 (SEAL)
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State of Illinois }
County of Cook } ss.

I, Carol McLean S80-75-84 939620 • 27269078 u A — Rec 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Gregory Tolbert & Wanda L. Tolbert
WANDA L. TOLBERT, MARRIED TO GREGORY TOLBERT,
personally known to me to be the same person & whose name is GREGORY TOLBERT,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
as a 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 19
day of July A.D. 1984.

Carol McLean

Notary Public



25 SEP 84 2:04

Box No. 144
SECOND MORTGAGE

Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Correct Escrow Co.

LAKEVIEW TRUST AND SAVINGS BANK
3201 NASHUA AND AVE. CHICAGO, IL 60657
312/525-2180

27269078

END OF RECORDED DOCUMENT