

TRUST DEED

NO. 101NW

85142686

49-45830

This Indenture, WITNESSETH, That the Grantor THOMAS TOLBERT & WIFE JOSEPHINE TOLBERT

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of SIXTY THREE HUNDRED TWENTY TWO \$63,200 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 CITY of CHICAGO County of COOK and State of Illinois, to-wit: LOT 40 IN BLOCK 7 IN H. B. BRYANT ADDITION TO CHICAGO SUBDIVISION IN WEST ONE-HALF OF THE SOUTH-WEST ONE QUARTER OF SECTION 9, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE 3RD 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 THOMAS TOLBERT & WIFE JOSEPHINE TOLBERT justly indebted upon ONE principal promissory note bearing even date herewith, payable WILSON BLDGS ASS'N TO LAKE VIEW TRUST SAVINGS BANK

payable in 36 successive monthly instalments each of \$175.62 due MONTHLY on the note commencing on the 15 day of SEPT 1985, 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 covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending the time of payment; (2) to pay prior to the first day of June of 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 rebuilding or to any buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste in said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance to the order of the holder of the first mortgage indebtedness, with loss payable to said first mortgage; (6) to pay all taxes and assessments against said premises, and the interest thereon, at the time or times when the same shall become due and payable; (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) in the event of failure to insure, or pay taxes or assessments, or the interest on, or 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 time 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 reimburse immediately without demand, and the amount with interest thereon from the date of payment at seven per cent per annum, shall be so much additional debt as is provided herein.

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 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 foreclosure hereof, including reasonable solicitor's fees, notice for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decrees shall remain the liability of the grantor; and the lien expense 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 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 best interests, advice and protection of said 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 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 admit 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 the reasonable charges.

Witness the hand and seal... of the grantor this 01 day of APRIL A. D. 1985

X Thomas Tolbert (SEAL)
X Josephine Tolbert (SEAL)

85142686

UNOFFICIAL COPY

State of Illinois
County of Cook } ss.

I, GUY DE MICCO

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
THOMAS TOLBERT AND WIFE JOSEPHINE TOLBERT

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that^t he^v signed, sealed and delivered the said instrument as their 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 01
day of August A. D. 19 55

Guy De Micco
Notary Public.

-85-142686

Property of Cook County Clerk's Office

AUG-12-55 3 7 2 4 6 • 85142686 • A — Rec 11.00

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Box No. 146

Trust Deed

THOMAS & JOSEPHINE TOLBERT
733 N 54TH PLACE
CHICAGO ILL. 60609

TO

GERALD E. SIKORA Trustee
LAKE VIEW TRUST & SAVINGS BANK
3901 N. WASHINGTON
CHICAGO ILL. 60657

THIS INSTRUMENT WAS PREPARED BY:

Kelison Blaes
Guy De Micco
809 W. MARSHALL
CHICAGO ILL. 60607
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/528-2150

