

49-45014

TRUST DEED - 64,000 MORTGAGE FORM (ILLINOIS)

85142687

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This Indenture, WITNESSETH, That the Grantor

Ruth Barron, a widow and James Barron, a bachelor

of the City of Chicago, County of Cook, and State of Illinois

for and in consideration of the sum of Ten Thousand Five Hundred Seventeen & 64/100 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 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:

10724 South Buffalo Lot 11 in Cagne's Subdivision on the West half of the South West quarter of the North East quarter of the North East quarter of Section 18, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

Commenced March 25, 1872, S Buffalo
PLAN OF THE TRUST DEED NO. 26, 1872, P. 35, 36, 37, 38

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 Ruth Barron, a widow and James Barron, a bachelor

justly indebted upon one principal promissory note bearing even date herewith, payable FIRST MORTGAGE TRUST DEED NO. 1062, 1872, P. 35, 36, 37, 38

payable in 84 successive monthly instalments each of 125.21 due MONTHLY on the note commencing on the 15 day of Sept. 1885, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenants and agrees as follows: (1) To pay said debt, interest thereon, on terms and in said notes 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 against said premises, and to 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 be so destroyed or damaged; (4) That water to said premises shall not be withheld or suffered; (5) To keep all buildings, improvements and premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance to reimburse acceptable to the holder of the first mortgage and to pay the same when due; (6) To pay the first Trustee or Mortgagee, and, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain in force with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) To pay 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 other 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 interest, 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 foregoing 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 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 fees, callers fee, documentary evidence, stenographers that cost of procuring or completing abstract showing title of said premises including foreclosure decree - shall be used by the grantor and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor 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 addition to the amount of said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discontinued, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees hereon paid. The grantor, as said grantor, 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 Thomas F. Bussey, of said County to be appointed hereunder as receiver in this trust, and if for any like cause said first receiver 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 receiver 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 extent mentioned, on rendering his reasonable charges.

Witness the hand and seal of the grantor, this 17th day of August, A. D. 1885

Ruth L. Barron (SEAL)
James Barron (SEAL)

85142687

State of Illinois }
County of Cook } SS.

I, Stuart R. Kreissman
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Ruth Barran, a widow and James Barran, a bachelor
personally known to me to be the same person, whose name is RFB subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
at 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 1st
day of August, A. D. 19 85

Stuart R. Kreissman
Notary Public

85-142687

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Box No. 146
SECOND MORTGAGE
Trust Dept
RUTH AND JAMES BARRAN
10724 S. BUFFALO
CHICAGO, ILLINOIS
TO
GERALD E. SIKORA, TRUSTEE
LAKE VIEW TRUST & SAVINGS BANK
3201 NORTH ASHLAND AVENUE
CHICAGO, IL 60657
THIS INSTRUMENT WAS PREPARED BY:
FIRST METROPOLITAN BUILDERS
4258 NORTH CIGERO
CHICAGO, ILLINOIS
60641

