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49-45037

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, that the Grantor Donald Tolbert, A BACHELOR

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Nine Thousand Two and 40/100 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:

Lot 15 in Block 2 in Homeland Heights Subdivision in the North East 1/4 of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
Commonly Known As: 8150 S. Morgan, Chicago
Permanent Tax No: 20-32-218-030-0000

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 Donald Tolbert, A BACHELOR

justly indebted upon one principal promissory note, bearing even date herewith, payable to: CORY CONSTRUCTION CORP ASSIGNED TO LAKE VIEW TRUST & SAVINGS

payable in 60 successive monthly instalments each of 150.04 due monthly on the note commencing on the 1st day of September 1985, 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 indebtedness, and the interest thereon, as herein and in said notes provided, 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 on demand to exhibit receipts therefor; (3) To keep all buildings, now or at any time on said premises insured in compliance with the policy or policies selected by the grantee hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee hereon as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (4) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (5) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon as aforesaid, 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 incumbrances and the interest thereon from time to time, and all moneys so paid, the grantor agrees 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; (6) 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; (7) 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 valuation fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing the aforesaid decree — shall be paid 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 additional lien upon said premises, and 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 attorney's fees have been paid. The grantor, for 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 ability 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 grantor or his successor in trust, shall release said premises to the party entitled, on receipt by the reasonable charges.

Witness the hand and seal of the grantor, this 7 day of August, A. D. 1985

Donald Tolbert

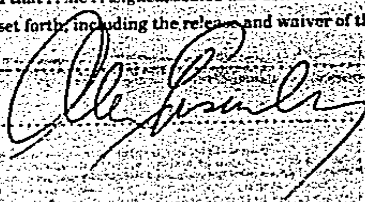
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State of Illinois
County of Cook } 55.

I, Alex Eisenberg
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Donald Tolbert, A. Bachella
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 homestead.
Given under my hand and Notarial Seal, this 7
day of August A. D. 1995



Notary Public

Property of Cook County, Illinois

00884-58-148800
182222 TRAN 2577 09/16/85 09 21:00
\$11.00

11 00

Box No. 144

SECOND MORTGAGE

Trusteed

Donald Tolbert
8150 S. Madison
CHgo IL

TO
GERALD E. SIKORA, Trustee
Lake View Bank
3201 N. Ashland Ave
CHgo, Ill. 60647

THIS INSTRUMENT WAS PREPARED BY:

Gov. Construction Corp
5316 N. Cicero
Chicago, IL 60646
Alex Eisenberg
Lake View Trust and Savings Bank
3201 N. Ashland Ave., Chicago, IL 60647
312/525-2180

58-148800

00884-58-148800