

UNOFFICIAL COPY

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49-45057

This Indenture, WITNESSETH, That the Grantors Lowrell Simon Sr. and Ethelene Simon his wife, as joint tenants

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Three thousand nine hundred forty five and 60/100 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 21 and 22 (except the South 9'3" thereof) in Block 3 in Bellamy's Subdivision of the North 40 acres of the South 60 acres of the East 1/2 of the Southeast 1/4 of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. Also known as: 8452 S. Peoria, Chicago, Illinois 60620. Permanent Tax No: 20-32-413-038,039.

Property of Cook County

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 Grantors Lowrell Simon Sr. and Ethelene Simon

justly indebted upon one principal promissory note, bearing even date herewith, payable Unique Contractors, Inc., assigned to Lakeview Trust & Savings Bank

payable in 60 successive monthly instalments each of 65.76 due monthly on the note commencing on the 23 day of SEPTEMBER 95, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantors 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 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) Within sixty days after destruction or damage by fire or other cause to said premises, to cause the same to be repaired or replaced; (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 place such insurance or companies as may appear to the holder of the first mortgage on said premises, with loss clause attached 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 of time when the same shall become due and payable; (7) In the event of failure to pay taxes or assessments, or the price incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may require such insurance, or pay such taxes or assessments, or discharge or purchase any incumbrance, or file affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the grantors 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 to such additional indebtedness secured hereby; (8) 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, or by suit at law, or both, the same as if all of said indebtedness had then matured by express contract; (9) It is Agreed by the grantors that all expenses and disbursements paid or incurred in behalf of compliance with the foregoing hereof - including reasonable solicitor fees, notary fees, documentary excise, demography fees, taxes, cost of printing or completing abstracts, filing the whole title of said premises embracing fore closure decree - shall be paid by the grantors; (10) The like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors; (11) 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid; (12) The grantors for and in behalf of the heirs, executors, administrators and assigns of said grantors, severally and jointly, shall retain the possession of, and income from, said premises pending completion of the aforesaid proceedings, and agree that upon the filing of any bill to foreclose this Indenture, the court in which such bill is filed, may at once and without notice to the said grantors or to any party claiming under said grantors appoint a receiver to take possession of 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 grantors, or of the refusal or failure to act, then Thomas F. Bussey of said County is hereby appointed, to be the 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 receiving his reasonable charges.

Witness the hand and seal of the grantor this 09 day of August A. D. 1995. Lowrell Simon Sr. (SEAL) Ethelene Simon (SEAL)

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State of Illinois }  
County of Cook } 55

I, Ellen Sugerman

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Lowell Simon Sr. and Ethelene Simon

personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

under my hand and Notarial Seal, this day of FALLU.S.T. A. D. 1983

*Ellen Sugerman*  
Notary Public

DEPT-91 RECORDING \$11.00  
TRAN 2577 09/15/85 09:29:00  
#1966 # B \* -05-148816

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Box No. 744

SECOND MORTGAGE

**Trusteed**

LOWELL S. ETHELENE  
8152 S. PEARL A  
CHGO ILL

TO

GERALD E. SIKORA, Trustee  
LAKE VIEW BANK  
3301 N. Ashland  
CHGO ILL 60657

THIS INSTRUMENT WAS PREPARED BY:

*Unique Computer*  
FORWARD SHIPPING  
4741 N. Belmont  
CHGO ILL 60641  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, ILL 60657  
12/5/83 2:480

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