

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Rachael A. Jackson, divorced and not remarried and June A. Jones, divorced and not remarried, as joint tenants

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

for and in consideration of the sum of \$200,000.00 (Two Hundred Thousand 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 Maywood, County of Cook, and State of Illinois, to-wit:

The South 40 Feet of the North 126 Feet of Lot 3 in Seminary Addition to Maywood, being a Subdivision of part of the Northeast Quarter of Section 15, Township 39-North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1700 S. 9th Ave., Maywood, Ill. # 15-15-232-025-0000 AH

Hereby releasing and waiving all rights under a 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 Rachael A. Jackson, div. and not remarried & June A. Jackson, div. and not remarried as joint tenants justly indebted upon one principal promissory note, bearing even date herewith, payable TO: 1st City Builders, Inc. ASSIGNED TO: LAKE VIEW TRUST & SAVINGS BANK

payable in 24 successive monthly installments each of \$4,167 due monthly on the note commencing on the 10 day of November, and on the same date of each month thereafter, until paid, with interest at the highest lawful rate.

THIS IS A LEGAL INSTRUMENT

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THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and on 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 exhaust receipts therefor; (3) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste on said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured on companies to be selected by the grantee herein, 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 herein as their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) In the event of failure to so insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon 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 lien affecting said premises, or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor... 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 so much 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, 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; (9) It is Agreed by the grantor... that all expenses and disbursements paid or incurred on behalf of complainant in connection with the foregoing, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, or the same disclosure decree 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 not be discharged, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid. The grantor... for said grantor... as for the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such disclosure 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 grantee, or of his refusal or failure to act, then Thomas F. Bussey of said County as hereby appointed to be first successor on 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 as hereby appointed to be second successor on 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 his reasonable charges.

Witness the hand and seal of the grantor this 26 day of SEPTEMBER, A. D. 1985. Rachael A. Jackson (SEAL) June A. Jones (SEAL)

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Box No. 1114

SECOND MORTGAGE

Trust deed

Rachael Jackson & June Jones
1700 S. 9th Ave.
Maywood, Ill. 60153

TO
GERALD E. STORA, Trustee
LAKE VIEW TRUST & SAVINGS BANK
3201 N. Ashland
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

Alex Pappas
16 Clev Builders, Inc.
3849 W. Devon
Chicago, Ill. 60659

85-225030-08

Property of Cook County Clerk's Office



State of Illinois }
County of Cook }
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I, SEAN EDWARD GAMBLI
a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES A. JONES and
RACHAEL JACKSON (Both, divorced & not remarried)
personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
(Name under my hand and Notarial Seal, this
day of SEPTEMBER 19, 1985

Sean Edward Gambel
Notary Public

DEPT-01 RECORDING \$11.00
TRAN 9122 19/08/85 19:00:00
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