

This Indenture, WITNESSETH, That the Grantor Tyrone D. Hubbard and wife Carolyn as joint tenants

of the City of Maywood County of Cook and State of Illinois for and in consideration of the sum of Six Thousand, Ninety-Eight 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 Maywood County of Cook and State of Illinois, to-wit:

Lot 5 and 6 in Block 27 in Proviso Land Association Association Addition to Maywood in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County Illinois. Commonly known as: 209 S. 16th Ave., Maywood, Ill. 15-10-401-003-0000

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 Tyrone D. Hubbard and wife Carolyn as joint tenants justly indebted upon one principal promissory note, bearing even date herewith, payable TO: 1st City Builders, Inc. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 60 successive monthly instalments each of 101.64 due monthly on the note commencing on the 07 day of September 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... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and as said notes provided, as 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 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 named by the grantor 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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage 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 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 lien affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor... agrees... to repay immediately without demand, and the same with interest accrued 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 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; (9) It is Agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of repayment of an indebtedness with the foreclosure by law, including reasonable solicitor fees, unless for documentary evidence, stenographer's charges, not of guarantee or completing abstract showing the whole title of said premises, and saving foreclosure decree shall be paid by the grantor... and the like expenses and disbursements, incurred by any suit or proceeding against 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, shall be paid 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 stayed, nor a writ of habeas corpus, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid; The grantor... the said grantor... and 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 trust 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 as 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 as 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 paying his reasonable charges.

Witness the hand... and seal... of the grantor... this 23 day of SEPTEMBER A. D. 1985. X Tyrone D. Hubbard (SEAL) X Carolyn Hubbard (SEAL)

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