

This Indenture, WITNESSETH, That the Grantor Walter Barrow and wife Willie as joint tenants

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

for and in consideration of the sum of One Thousand Six Hundred Forty Seven and 1/2 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:

The East half of the North half of Lot 5 in Mackubin's Subdivision of Block 5 in State Bank of Illinois Subdivision of the North East quarter of the North west quarter of Section 4 Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 1426 N. Mohawk, Chicago, Il. PIN # 17-04-121-046

057-0000 JRS.

THIS IS A JUNIOR MORTGAGE

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.

WIKKMAN, The Grantor Walter Barrow and wife Willie as joint tenants

Justly indebted upon \$110 principal promissory note, bearing even date herewith, payable TO: 1st City Builders Inc. ASSIGN TO LAKE VIEW TRUST & SAVINGS BANK

payable in 24 successive monthly installments each of \$68.62 due Monthly on the note commencing on the 5th day of Dec 1955, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR... 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 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 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 in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss also attached to said first mortgage, 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 or times when the same shall become due and payable. In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances 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 title affecting said premises or pay off prior incumbrances 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 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 aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, 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 of said... including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and any foreclosing 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 a 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 secured by 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 deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waives... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees... 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 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 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 21st day of October, A. D. 1955

Walter Barrow
Willie Barrow

(SEAL)
(SEAL)
(SEAL)
(SEAL)

85-262676

UNOFFICIAL COPY

Box No. 144

SECOND MORTGAGE

Trust deed

Walter & Millie Barrow
1216 N. Mohawk
Chicago, Ill.

TO

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

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
1st City Builders Inc
3849 W. Devon
Chicago, Ill.
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL 60657
312/525-2190

Property of Cook County Clerk's Office

85-202676

DEPT-01 RECORDING \$11.00
TRAN 1274 10/31/86 13:00:00
#2525 # C * - 262676

I,

Hope WOLFE

County of Cook
State of Illinois

55.

day of

October

A. D. 19

85

personally known to me to be the same person B, whose name B

instrument, appeared before me this day in person, and acknowledged that it, he, she, signed, sealed and delivered the said instrument

in full, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

(Signed) under my hand and Notarial Seal, this

Commission Expires: 9/23/86

Notary Public

85-202676