

-85-262682

This Indenture, WITNESSETH, That the Grantor ... H. Jordan and wife ... Barbara A. Jordan (J)

of the city ... of Chicago ... County of ... Cook ... and State of ... Illinois

for and in consideration of the sum of ... Five Thousand Seven Hundred Thirty Nine & 84/100 Dollars in hand paid, CONVEYS AND WARRANTS 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:

The North thirty-three and one third (33 1/3) feet of Lot twenty-nine (29) in Block one (1) in A. Q. Tyler's Addition to Pullman, being a subdivision of the East half of the South East quarter of the North West quarter of the West half of the West half of the South West quarter and the ... quarter of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

COMMONLY KNOWN AS ... 1730 S. Harvard Chicago, Illinois 60628 PERMANENT TAX NO: 25-21-414-020-0000 MC

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. WITNESSETH, The Grantor Andrew H. Jordan and wife Barbara A. Jordan (J)

Justly indebted upon ... principal promissory note, bearing even date herewith, payable

Budget Construction Co assigned to Peoples Bank

payable in ... 72 successive monthly installments each of \$79.72 due monthly on the note commencing on the ... day of Dec 19 55, 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 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 to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (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 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 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 so insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay any prior incumbrance 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.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest accrued 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 hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor ... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder or 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 not be released, 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 his 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 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 23rd day of October A. D. 19 55

X Andrew H. Jordan (SEAL)

X Barbara A. Jordan (SEAL)

Barbara A. Jordan (SEAL)

95-262682

UNOFFICIAL COPY

Bar No. 146

SECOND MORTGAGE

Trust Agreement

Andrew H. Jordan and wife.

Barbara A. Jordan (J)

1130 HARRIS ST
CHICAGO, IL 60645

GERALD E. SIKORA, Trustee

*Take very good care of this
3501 N. Greenwood
Chicago, Ill. 60645?*

THIS INSTRUMENT WAS PREPARED BY:
Bernard Schneider

Budget Construction Co

6218 N. Pulaski Rd.

LA OREGON, Illinois 60646
1301 N. ASHLAND AVE. CHICAGO, ILL 60647
312-525-2180

Property of Cook County Clerk's Office

85-262682

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TRAN 1274 10/31/85 13:01:00
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I, Marilyn A. Anderson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew H. Jordan and wife Barbara A. Jordan (J) personally known to me to be the same person S, whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument, and that they are free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Andrew H. Jordan under my hand and Notarial Seal, this 10th day of October, A. D. 1985.
Notary Public: Marilyn A. Anderson

State of Illinois }
County of Cook }