

UNOFFICIAL COPY

86412117

This Indenture, WITNESSETH, That the Grantor ERNESTINE WALKER

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of \$4310.44 (FOUR THOUSAND THREE HUNDRED TEN AND 44/100 - Dollars)
in hand paid, CONVEY AND WARRANT to NEW LINCOLN HOME IMPROVEMENT CO.
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:
LOT 33 IN HOME SWEET HOME SUBDIVISION, A RESUBDIVISION OF LOTS 1 TO 26, THE EAST 16 FEET OF LOT 28, LOTS 29 TO 50 AND 55 TO 66 IN BLOCK 5 IN SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 LYING EAST OF THE WEST 26.60 CHAINS AND SOUTH OF GRAND AVENUE LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
4862 W. CONCORD PLACE - CHICAGO, ILLINOIS 60639

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, ERNESTINE WALKER

justly indebted upon HER principal promissory note bearing even date herewith, payable IN 36 (THIRTY-SIX) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$119.77 (ONE HUNDRED NINETEEN AND 77/100 DOLLARS) EACH, BEGINNING OCTOBER 25, 1986

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THE GRANTOR... covenants... and agrees... 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 or buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste in 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 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 if the interest may appear, which policies shall be let 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 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 of said premises or pay all 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 an additional indebtedness as set forth herein.

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.

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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling 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 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 taxed as 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 dismissed, 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 as on 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 LAWRENCE W. KERRUB... 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 charge.

Witness the hand... and seal... of the grantor... this 13th day of AUGUST, 1986

(Ernestine Walker)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

PERMANENT INDEX NUMBER V369-13-33-420-032

THIS DOCUMENT PREPARED BY: RAYMOND A. KERRUB - 5865 N. LINCOLN AVE. - CHICAGO, ILLINOIS 60659

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Box No. _____

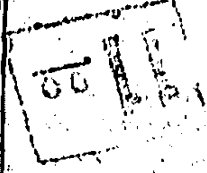
SECOND MORTGAGE

Trust Deed

ERNESTINE WALKER

TO

NEW LINCOLN HOME IMPROVEMENT CO.
5865 N. Lincoln Ave.
Chicago, Illinois 60659



86412117

Property of Cook County Clerk's Office

Handwritten signature

REGISTER

DEPT-01 RECORDING \$11.00
#48333 TRAN 2847 09/12/86 13:55:00
#4830 # 5 # 07412117
COOK COUNTY RECORDER

Notary Public

Helene S. Korrub

day of August, A. D. 1986

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

12TH

at my hand and Notarial Seal, this

I, HELENE S. KORRUB, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

ERNESTINE WALKER

State of Illinois
County of Cook

86412117