

# UNOFFICIAL COPY

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This Indenture, WITNESSETH, that the Grantor, Fornor Vaughn, and  
wife, Muriel as Joint Tenants,

of the City of Chicago, County of Cook, and State of Illinois,  
for and in consideration of the sum of Four Thousand Ninety Four, and 16/100 Dollars

in hand paid, CONVEY, AND WARRANT to, GERALD E. SIKORA

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 South 32 feet of Lot 10 in Resubdivision of Lots 1 to 4

Inclusive in Block 4 in Edgewood, being Hill and Reiger's

Subdivision of the North West quarter of the South West quarter  
of Section 32, Township 38 North, Range 14, East of the  
Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 8438 S. Justine, Chicago

PERMANENT TAX NO: 20-32-307-033

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's, Fornor Vaughn and wife Muriel as Joint Tenants,

justly indebted upon, one retail installment contract bearing even date herewith, providing for 42  
installments of principal and interest in the amount of \$67.48

CORY CONSTRUCTION CORP. ASSIGNED TO LAKE VIEW TRUST & SAVINGS.

## THIS IS A JUNIOR MORTGAGE

The Grantor, covenant, and agree, as follows: (1) To pay said indebtedness and the interest thereon, whether 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 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 attorney pay his first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be held and retained with the said Mortgagors of 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.

In the Event of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax bills or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid by the grantee, or trustee, or holder of said indebtedness, shall be immediately without demand, and the same with interest accrued from the date of payment at seven per cent, per annum, added to the amount so paid.

In the Event of a breach of any of the above said covenants or agreements the whole of said indebtedness 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 all other indebtedness so held then matured by express terms.

It is agreed by the grantor, that all expense and disbursements paid or incurred in behalf of complainant in connection with the foreclosure thereof, including reasonable solicitor fees, outlays for documentary evidence, demographer's charges, cost of preparing or completing abstract showing the whole title of said premises, including foreclosed 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 expense and disbursements 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, 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 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 30th day of

A. D. 1984

Fornor Vaughn

(SEAL)

Muriel Vaughn

(SEAL)

(SEAL)

