

2nd Mortgage

8557339

36-50068

This Indenture, WITNESSETH, That the Grantor PERRY JAMES MINNER & REOLA MINNER

of the CITY of CHICGO County of COOK and State of ILL. for and in consideration of the sum of TEN THOUSAND SEVENTY THREE DOLLARS & 28/100 Dollars

in hand paid, CONVEY AND WARRANT to Dennis Starano 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: LOT 39 AND THE WEST 20 FEET OF LOT 40 OF BLOCK 3, SOUTHWEST CORNER OF THE SEVENTH OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

B-C-CO INC. PIN 16-09-222-036 COMMONLY KNOWN AS 4922 W. MERIDIAN, CHICAGO

Hereby releasing and waiving all rights under and without the benefit 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 WITNESS, The Grantor's PERRY JAMES MINNER & REOLA MINNER

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 19.92 each until paid in full, payable to

WILSON BUILDERS ASSIGNED TO LAKE VIEW BANK

THIS IS A JUNCTION

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, when 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 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 pay the same; (7) to insure, or pay taxes or assessments, or the prior incumbrances of the interest therein 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 title affecting said premises or pay all such incumbrances 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; (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 (through 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 complainant in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing and completing a trust showing the whole title of said premises containing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements are assumed by this 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 stayed, suspended, nor a release hereof given, until all such expenses and disbursements and the costs of said underlying solicitors 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 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 and 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. Bussoy 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 grantor and his successors in trust shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 10th day of October A. D. 1976

Perry James Minner (SEAL) Reola Minner (SEAL)

8557339

UNOFFICIAL COPY

2nd Mortgage

Bar No. 146

Trust deed

Perry Trust + Foster Trust
499 W. Jackson

Chicago, Ill. 60654

Deputations

State Hwy Bond Trustee

3007 N. Dearborn
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

William H. Hays

809 W. Madison
Chicago, Ill. 60607

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, I. 60657
312/525-2180



DEPT-01 RECORDING \$11.00
T#4444 TRAN 0363 11/24/86 10:24:00
#1909 # D # -64-557339
COOK COUNTY RECORDER

66225598

Property of Cook County Clerk's Office -86-557339

State of Illinois }
County of Cook }
I, Guy De Mico
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that PERRY, JAMES MINTER & FROIA
personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he aligned, sealed and delivered the said instrument
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead,
Minter under my hand and Notarial Seal, this
day of October A. D. 1986
Notary Public
Guy De Mico