

2nd Mortgage

This Indenture, WITNESSETH, That the Grantor EDWARD PARKER & ELIZA M. RILEY

of the CITY of CHGO County of COOK and State of ILL for and in consideration of the sum of SIX THOUSAND NINETEEN DOLLARS & 80/100 Dollars

in hand paid, CONVEY AND WARRANT DENNIS S. KANARA, 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: EAT. 28 IN. 300 FT. 1 IN. FRANK N. GAGES ADD 1000 SQ. FT. TO E. H. LEWIS HERBERTS BEARS E. SUBDIVISION OF THE SOUTH 1/2 OF SOUTH EAST 1/4 (EXCEPT THE WEST 10 ACRES THEREOF) OF SECTION 31, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 8547 S. MARSHFIELD, CHICAGO, ILL. PIN 20-31-422-017

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 EDWARD PARKER & ELIZA M. RILEY justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 100.33 each until paid in full, payable to WILSON BUILDERS ASSIGNED TO LAKE VIEW BANK

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein provided, or according to any agreement extending time of payment; 2. To pay prior to the first day of each year, a class of assessments upon 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 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 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, such policies shall be left and remain in full force and effect 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; 7. In the event of failure to insure, or pay such taxes or assessments, or discharge of mortgages and liens on the aforesaid premises or pay any prior encumbrances and the interest thereon from time to time, and all moneys so paid, the grantor agree to repay immediately on demand and the same with interest 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 interest thereon shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the 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 in express terms; 9. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure referred to including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring and completing abstract showing the whole title of said premises, including foreclosure decree as such may be a party, shall also be paid by the grantor; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discharged, nor a release hereof given, until all such expenses and disbursements, and the costs of suit and filing which fees have been paid; The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right in 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 grantor, or in 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 grantor or 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 1st day of November A. D. 1926
Edward Parker (SEAL)
Eliza M. Riley (SEAL)

86619950

UNOFFICIAL COPY

And Mortgage

Box No. 146

Trust Deed

Edward Parker & Filiza M. Riley
8547 S. Marshfield
Chicago, Ill. 60620

TO
Dennis S. Kanara, Trustee

3201 N. Ashland Ave., Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

William Steinhilber

889 W. Madison St
Chicago, Ill. 60607

Lake View Trust and Savings Bank
3201 N. Ashland Ave., Chicago, Ill. 60657
312/525-2180



Property of Cook County Clerk's Office

--86-619950

DEPT-91 RECORDING \$11.00
T#4444 TRM 1026 12/26/85 14:48:00
#1873 # D * 27-619950
COOK COUNTY RECORDER

I, Gay De Mico
County of Cook State of Illinois
a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD PARKER & FILIZA M. RILEY
personally known to me to be the same person whose name _____
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this _____ day of _____ 19____
Notary Public Gay De Mico