

This Indenture, WITNESSETH That the Grantor Lawrence C. McColler and wife Alice McColler, as joint tenants

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Six thousand three hundred four and 20/100 Dollars in hand paid, CONVEY AND WARRANT 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 33 feet of the South 66 feet of the West 1/2 of the North 1/2 of Block 21 in Jones Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Permanent Tax No.: 20-29-305-042 B15 Also known as: 7625 S. Laflin, Chicago, Illinois.

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 Lawrence C. McColler and wife Alice McColler, as joint Tenants justly indebted upon one principal promissory note, bearing even date herewith, payable Unique Contractors, Inc., assigned to Lakeview Trust & Savings Bank

payable in 60 successive monthly installments each of \$105.07 due monthly on the note commencing on the 1st day of FEBRUARY 1974 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, herein and in said note 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 or loss of building 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 approved by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with any policy 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 power, assessments, and the interest thereon, at the time or times when the same shall become due and payable, 7. To pay the interest thereon, when due, the grantor or the holder of said indebtedness, may require such insurance to be paid or pay taxes or assessments on the premises or portions of the premises or on the interest thereon, when due, the grantor or the holder of said indebtedness, from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest to be run from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured herein, 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 accrued shall, at the option of the holder thereof, without notice, become immediately due and payable, and the 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 a deed of said indebtedness had been made by express terms, 9. To Assure by the grantor that all expenses and disbursements paid or incurred in behalf of Mortgagee in connection with the foreclosure of said premises, including reasonable selection fees, trustees for documentary evidence, stenographer's charges, cost of printing or copying abstracts showing the whole title of said premises, abstracting foreclosure decree as such, may be a party, shall also be paid by the grantor, 10. Such expenses and disbursements shall be in addition to any taxes, fees, or charges as such, and included served given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid, The grantor, the said grantor, and 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 suit to foreclose this Trust Deed, the court in which such suit is filed, may at once and without notice to the said grantor, and to any party claiming under said grantor, appoint a receiver to take possession in 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 grantor or his successor in trust shall release said premises to the party entitled, at receiving his reasonable charges.

Witness the hand and seal of the grantor this 14th day of January A. D. 1974
Lawrence C. McColler
Alice McColler

-86-032359

UNOFFICIAL COPY

Box No. 144

Trust deed

Lawrence C. McCollier
763 S. ...
Chicago, Ill. 60600

TO

GERALD E. SIKORA Trustee
Gerald E. Sikora
3301 N. ...
Chicago, Ill. 60647

THIS INSTRUMENT WAS PREPARED BY:

James Contractor
411 E. Belmont
Chicago, Ill. 60601
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/525-2180

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86-032359

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\$11.00

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

I, *Ellen Sugarman*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Lawrence C. McCollier*
and wife *Alice McCollier*, as joint tenants
are
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 their 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 *8th* day of *April*, A. D. 19 *86*
Ellen Sugarman
Notary Public

State of Illinois }
County of Cook }
95.