

This Indenture, WITNESSETH That the Grantor Anthony J. Roberts and wife Lucy N. Roberts (J)

of the Village of Maywood County of Cook and State of Illinois 407100 for and in consideration of the sum of Sixteen Thousand Seven Hundred Seventy Eight & Dollars

in hand paid, CONVEYS AND WARRANTS to BUDGET CONSTRUCTION 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Maywood County of Cook and State of Illinois, to-wit:

Lot 522 in Madison Street Addition to Maywood, a subdivision of part of Section 10, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois COMMONLY KNOWN AS: 234 South 12th Avenue Maywood, Illinois PERMANENT TAX NO. 15-10-404-033

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 Anthony J. Roberts Sr. and wife Lucy N. Roberts (J) justly indebted upon one principal promissory note, bearing even date herewith, payable BUDGET CONSTRUCTION CO.

payable in 48 successive monthly installments each of \$349.58 due monthly on the note commencing on the 1st day of March 1986, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises... (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 named 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 attaching 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 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 title affecting said premises to 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 or agreements the whole of said indebtedness, including principal and all accrued 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 on behalf of complainant in connection with the foreclosure herein - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, the same 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 used as costs and included in any decree that may be rendered in such foreclosure proceedings; when proceeding, whether decree of sale shall have been entered or not, shall not be allowed, 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 on 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 of 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 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 27th day of November A. D. 1985

Anthony J. Roberts Sr. (SEAL) Lucy N. Roberts (SEAL)

86078707

1103

UNOFFICIAL COPY

Box No.....

SECOND MORTGAGE

Trust Deed

Anthony J. Roberts, Sr. and wife

Lucy N. Roberts (J) TO

BUDGET CONSTRUCTION CO.

THIS INSTRUMENT WAS PREPARED BY: Bernard Schneider

Budget Construction Co. 6218 N. Pulaski Rd. Chicago, Illinois 60646

MAIL TO:

Budget Construction Co. 6218 N. Pulaski Rd. Chicago, Illinois 60646

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Property of Cook County Clerk's Office

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I, Marilyn A. Anderson, Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony J. Roberts Sr. and wife Lucy N. Roberts (J) personally known to me to be the same person whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the 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 27th day of November, A. D. 1985. Anthony J. Anderson Notary Public

State of Illinois } County of Cook }