

## UNOFFICIAL COPY

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49-47719

**This Indenture,** WITNESSETH, That the Grantor Robert & Jacqueline Jackson, his wife.....

of the city of Chicago, County of Cook, and State of Illinois.....  
for and in consideration of the sum of eighteen Thousand eight Hundred Seventy Six --00/100 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 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:

Lots 1 & 2 in 63rd Street and Center Avenue Subdivision of the North  
1/4 of the Northwest 1/4 of the Northwest of Section 20, Township 38 North Range 14  
East of the Third Principal Meridian (except parts heretofore dedicated for  
streets in Cook County Illinois).

Parcel 2 Lots 30 and 31 in Block 1 in the Subdivision of West 1/4 of the Southwest 1/4  
of the Northeast 1/4 of Section 36, Township 38 North Range 14 East of the Third  
Principal Meridian, According to the plat of said Subdivision recorded as Document  
#1424067 in book 46, Plats, page 28, in Cook County, Illinois.

Commonly Known As: 8147-49 South Luella Chicago, Illinois.  
Permanent Index No. 20-36-221-014 *Kaw*

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 Robert & Jacqueline Jackson His Wife,  
justly indebted upon one principal promissory note bearing even date herewith, payable  
To: Lincoln Furnace Service assigned to Lakeview Trust & Savings Bank

payable in 60 successive monthly installments each of \$14.60 due monthly  
on the note commencing on the 24<sup>th</sup> day of April 1956, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

**THIS IS A JUDGMENT BY INDENTURE**

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, to the holder 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 they 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 Mortgagor and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor 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 indebtedness, or the interest thereon when due, to the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the prior indebtedness, or the interest thereon when due, to the grantee or the holder of said indebtedness, and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, and to pay all expenses and additional indebtedness accrued hereby.

In the event of a breach of any of the aforesaid covenants 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, or 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 in behalf of complainant in connection with the foreclosure thereof, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, embracing future lease deposit, 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 taxed as such and included in any decree that may be rendered in such foreclosure proceeding, whether decree of sale shall have been entered or not, shall not be discharged, nor a release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, and grantee, and his heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 said premises.

IN THE EVENT OF THE DEATH, REMOVAL OR ABSENCE FROM SAID COOK COUNTY, 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 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 resolving his reasonable charges.

Witness the hand and seal of the grantor this 10<sup>th</sup> day of May, A. D. 1956

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## SECOND MORTGAGE

Box No. .... 146

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**Robert & Jeanine Jackson**  
9061 S. Parkside  
Chicago, IL 60641

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GEHALDE, SIKUHA, Trustees

320 N. Ashland Av.  
Chicago Ill. 60657

THE INVESTMENT WAS PREPARED BY

**Lincoln Heating**

Chicago, Illinois 60647

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

DEPT-01 RECORDING  
T#1111 TRAN 5667 03/24/86 13:02:00  
#8754 # A \* -86-112426  
311.00

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Nederlands

PN  
John Somogy

day of 18 July under my hand and witnessed this day of 18 July

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personally known to me to be the same person & whose name.....**ARL**.....subscribed to the foregoing instrument, at.....  
In witness, etc., for the uses and purposes herein set forth, including the release and waiver of the right of homestead,  
as follows:

a Notary Public in and for Said County. In the State of Florida, this twenty-first day of August, one thousand nine hundred and six.

I, LEO RABO T. LIZAK

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Batches of Bimbo