

UNOFFICIAL COPY 36-46879

86130365

This Indenture, WITNESSETH, That the Grantor
Barnell N. Walker & Mary Walker, his wife

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

for and in consideration of the sum of Seven Thousand Eight Hundred Ninety Six & 24/100 Dollars
in hand paid, CONVEYS AND WARRANTS 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:
7754 S. Throop St.

Lots 9 and 10 in William and Fred Esch's Resubdivision of Lots 7 to 18 inclusive in the Resubdivision of Block 27 in Jones' Subdivision in the West half of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

Permanent Tax No: 20-29-315-037 ACC RP

Heroby 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.
Barnell N. Walker & Mary Walker, his wife

WHEREAS, The Grantor
Barnell N. Walker & Mary Walker, his wife

justly indebted upon one principal promisory note bearing even date herewith, payable
1st. Metropolitan Builders Inc Assignee Lakeview Trust & Savings

payable in 36 successive monthly installments each of 219.34 due monthly
on the note commencing on the 16th day of May 1984, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A RECORDED INSTRUMENT

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The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon as herein 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 on 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 sum equal to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attachable 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; (7) in the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 prior 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 will be a part thereof 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 thereof, 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 reasonably solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, 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 for 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 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 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 reason 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, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 1st day of April A. D. 1984
Barnell N. Walker (SEAL)
Mary Walker (SEAL)

UNOFFICIAL COPY

Box No. 144

SECOND MORTGAGE

Trust deed

Bernard & Mary Walker
1012 S. Ste. Florence

Chap. 22 local

TO

Ronald E. Sikora, Trustee
3801 N. Dearborn
Chgo. Ill. 60641

THIS INSTRUMENT WAS PREPARED BY:
Frank Metropolitan (Business)
3201 N. Dearborn
Chgo. Ill. 60641

DEPT-01 RECORDING \$11.00
TR#444 TRAN 0096 04/04/86 14:42:00
#1449 # D * -04-130365

Property of Cook County Clerk's Office

11.00

My Commission Expires Nov. 2, 1987

Notary Public

Marie O. Murray

Given under my hand and Notarial Seal, this 11th day of April, 1986

I, Andrea R. Klusendorf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Bernard N. Walker & Mary Walker, his wife
personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument as the true 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 11th day of April, 1986

State of Illinois }
County of Cook }

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