

UNOFFICIAL COPY 36-46879

86130366

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:

7415 S. Harvard Lot 10 in Block 6 in Katherine Hoffman's Subdivision of the South half of the north half of the south half of the South half of the northeast quarter of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent File NO: 20-28-22-005 RP

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 ..... Barne 1 N. Walker & Mary Walker, his wife

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

payable in 36 successive monthly installments each of \$19.34 due monthly on the note commencing on the 16th day of May 1986, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This is a second mortgage

The (certain) 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 in said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises insured in cooperation 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, the cost 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, or pay all prior incumbrances 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, per annum, shall be so much additional indebtedness secured 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 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 in behalf of complainant in connection with the foreclosure hereof, 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 embracing 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, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, 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 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 1st day of April A. D. 1986. Barnell N. Walker (SEAL) Mary Walker (SEAL)

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Box No. 1410

SECOND MORTGAGE

Trust deed

Barrett N. Walker  
1912 S. Ste. Lawrence

Chas. D. Leland  
TO

Gerard E. Sikora, Justice  
Barrett N. Walker  
3301 N. Dearborn  
Chas. D. Leland

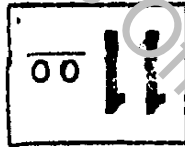
THIS INSTRUMENT WAS PREPARED BY:

Frank M. Thompson, Builder  
Chas. N. Deeg  
Chas. D. Leland

993031-98-

DEPT-01 RECORDING \$11.00  
T#4444 TRAN 0096 04/04/86 14:48:00  
#1470 # D \*86-130346

Property of Cook County Clerk's Office



I, Andrea R. Klusendorf  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Barnell N. Walker & Mary Walker, his wife  
are  
personally known to me to be the same person, whose names  
instrument, appeared before me this day in person, and acknowledged that the Y signed, sealed and delivered the said instrument  
as their free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and Notarial Seal, this 1st day of April, A. D. 1986.  
My Commission Expires Nov. 2, 1987  
Notary Public

44-11-5030