

Judy Mortgage

UNOFFICIAL COPY

3 6 2 0 3 7 38-48666

TRUST DEED

This Indenture, WITNESSETH, That the Grantor

Melvin Price and Ethel M. Price, his wife, in joint tenancy

86263990

of the Village of Maywood County of Cook and State of Illinois for and in consideration of the sum of Fifteen thousand six hundred seventy one 04/100 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 improvement 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:

Lots 15 and 16 in Block 260 in Maywood, a Subdivision of Section 2, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook county, Illinois.

Commonly known as: 1010 North Six Avenue, Maywood, Illinois.

PIN: 15-902-308-013

PIN 15-902-308-013 MA

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 Melvin Price and Ethel M. Price, his wife, in joint tenancy justly indebted upon one principal promissory note bearing even date herewith, payable

Lakeview Trust and Savings Bank assigned from Windy City Extensions payable in 84 successive monthly installments each of 186.56 due monthly on the note commencing on the 28th day of July 1986, 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 covenants and agrees 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 against said premises, and on demand to exhibit receipts therefor, 3. To keep all buildings now or at any time on said premises insured in companies 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 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, 4. 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 so to insure, or pay taxes or assessments, 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum, shall be so much additional indebtedness secured hereby.

In the event of breach of any of the above and 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 percent 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 term.

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 solicitors 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 so incurred 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 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 solicitors 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 and 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 the trust. And in any like case 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 the 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 13th day of June A. D. 1986

Handwritten signatures of Melvin Price and Ethel M. Price with (SEAL) markings.

UNOFFICIAL COPY

2nd Mortgage  
Box No. 146

Trust Agreement

Notion + Material

1010 1/2 St Ave

Chicago, Ill 60653

TO

GERALD E. SIKORA Trustee

Chicago, Ill

Chicago, Ill 60653

THIS INSTRUMENT WAS PREPARED BY:

Wanda City & Henry

Chicago, Ill 60653

Lake View Trust and Savings Bank  
3201 N. Ashland Ave. Chicago, Ill. 60657  
312/555-2180

86-263990



Property of Cook County Clerk's Office

182222 TRAN 0325 06/26/86 15:33:00  
\* \* \* \* \* 86-263990  
COOK COUNTY RECORDER

DEPT-01 RECORDING

\$11.00

86-263990

I, GERALD E. SIKORA  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Wanda City & Henry personally known to me to be the same person as whose name  
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument  
as 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 26th day of June 1986 A. D. 1986

Notary Public

State of Illinois  
County of Cook

SS: