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TRUST DEED—SECOND MORTGAGE FORM No. 1

86348040

This Indenture, WITNESSETH, That the Grantor Alexander Washington Jr. & Wife and Cora Moore

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

for and in consideration of the sum of Twenty-two thousand eight hundred twenty-seven and no/00 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

Lot 35 and Lot 36 in Block 12 in Chatham Fields; a Subdivison of the North East 1/4 of Section 34, Township 38 North, Range 14, lying East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known as: 8005 S. Rhodes Lot 36 Lot 35

Permant Real Estate 20-34-211-001 & 002

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 Alexander Washington Jr. & Wife and Cora Moore

justly indebted upon one principal promissory note, bearing even date herewith, payable

Lakeview Bank, Chicago, Illinois

payable in 84 successive monthly instalments each of 271.35 due monthly on the note commencing on the 19 day of September 19 86, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A [illegible]

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 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 may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinate to the lien hereof; (6) to pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request to exhibit satisfactory evidence of the discharge of such prior lien to the Trustee or Mortgagee; (7) to keep all buildings now or hereafter erected on said premises continuously insured against loss by fire, lightning and tornado in companies acceptable to the holders of the first mortgage indebtedness, with loss 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 Mortgagees or Trustee until the indebtedness is fully paid; (8) 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 on the part of the Grantor to pay taxes or assessments, or the prior incumbrance or the interest thereon when due, the grantee or the holders 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 any part thereof, or pay the prior incumbrances and the interest thereon from time to time; and all moneys so paid the grantee 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 earned interest, shall at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon 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 expenditures and all advancements paid or incurred in connection with the foregoing, including reasonable attorney's fees, outlays for documentary evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as the holders of the note may deem to be reasonably necessary either to prosecute a suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the value of the premises, shall be paid by the grantor. All such expenditures and disbursements shall be an additional lien upon said premises, shall be taxed as costs and be 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 expenditures and disbursements, and the costs of suit, including attorney's fees, have been paid. The grantor for himself and the heirs, executors, administrators and assigns of said grantor, waives all rights of the possession of said premises prior to the expiration of the redemption period, and hereby further waives the benefit of any statute now or hereafter in force providing for the stay of execution of any judgment or decree of foreclosure, or any other right to delay the enforcement of any lien under said grantor, or any other lien or claim of lien against said premises shall be taken and held to be an assignment of said premises and of the rents, issues and profits of the said premises.

In the Event of the death or removal from said Cook County of the grantee or of his resignation, refusal or failure to act, then in each such case the first successor in this trust shall be Thomas F. Busse, 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 the 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 parties entitled to receive the same, and shall be entitled to receive a reasonable charge.

Witness the hand and seal of the grantor this 5 day of August A.D. 19 86

x [illegible] SEAL

x Jacqueline Washington SEAL

Cora L. Moore SEAL

SEAL

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State of Illinois

County of Cook } SS.

I, Leonard J. Lizak

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Alexander Washington Jr. Jacqueline Washington, Cora Moore

personally known to me to be the same person whose name subscribed to the foregoing 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 5 day of August A.D. 19 86

Leonard J. Lizak

Notary Public

Box No. 416

SECOND MORTGAGE

Trust Deed

Alexander Washington Jr. & Jacqueline Washington & Cora Moore

8605 S. Ridgeland

Chgo, Ill. 60619

TO

GERALD E. SIKORA Trustee

Chgo, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

3850 W. Lincoln

Chgo, Ill. 60659

PARK NATIONAL BANK
SOUTH ASHLAND AVE. CHICAGO, ILL. 60609

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