

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That Calvin Washington and Lillie Louise Washington his wife (hereinafter called the Grantor), of 1820 S. 10th Ave. Maywood (City) Illinois (State)

for and in consideration of the sum of Seventeen thousand one hundred forty one and 52/100**** Dollars in hand paid, CONVEY S AND WARRANT S to Liberty Bank of 1500 Roosevelt Road Broadview Illinois (City) (State)

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, air-conditioning, gas and plumbing apparatus and fixtures, and everything 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:

Lot 74 (except the north 13.97 feet thereof) and Lot 75 in Cummings and Foremans Real Estate Corporation Harrison Street and 9th Avenue subdivision, in the Southeast 1/4 of Section 15, Township 39 North Range 12, East of the Third Principal Meridian according to plat recorded February 9, 1924 an document 8278599 in Cook County, Ill.

#951860 w 70 abstract

Property of Cook County, Illinois
15-15-406-02-4 all
1820 S. 10th Ave
Maywood
11.00
COOK COUNTY, ILLINOIS
FILED FOR RECORD
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Hereby releasing and waiving all right 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 Calvin Washington and Lillie L. Washington his wife justly indebted upon Variable Rate Installment Note principal promissory note bearing even date herewith, payable 59 monthly instalments of \$371.15 each or more including interest beginning on Sept. 1986 and on the same day of each successive month thereafter and a final instalment of the balance of unpaid principal and interest due on Aug. 5, 1991

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) no 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 the manner to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the bank 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 Trustees 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 so to insure, or pay taxes or assessments, or the said 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 eight 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 or 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 eight 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, of counsel 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 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 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any party claiming under the 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.

The name of a record owner is: Calvin Washington and Lillie L. Washington His Wife

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 Chicago Title and Trust 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.s and seal.s of the Grantor.s. this Second day of August 1986

Calvin Washington (SEAL)
Lillie Washington (SEAL)

This instrument was prepared by Cindie Sadlucak 1500 Roosevelt Road Broadview, Ill. (NAME AND ADDRESS)

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