

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH. That ESTA GAY DUDLEY

(hereinafter called the Grantor), of 8813 S. Kenwood Avenue, Chicago, Illinois 60619
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/100-----(\$10.00)----- Dollars
in hand paid, CONVEY AND WARRANT to GOLDBERG BONDING CO., INC.,
of 316 S. 4th Street, Minneapolis, Minnesota 55415
(No. and Street) (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 City of Chicago County of Cook and State of Illinois, to-wit:

THE SOUTH 27.5 FEET OF THE NORTH 32 FEET OF LOT 4 IN BLOCK 14
IN SECOND ADDITION TO CALUMET GATEWAY BEING A SUBDIVISION OF PART
OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 37, NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

8813 S. KENWOOD AVE.
CHICAGO, ILL. 60619

25-02-211-039

ABO um

87386991

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 ESTA GAY DUDLEY

justly indebted upon _____ principal promissory note bearing even date herewith, payable to GOLDBERG BONDING CO., INC. as security for executing a bail bond in behalf of Michael Lenoir. Upon completion of all conditions of said bail bond the grantee shall cause these premises to be released to the grantor.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay within _____ day in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within _____ 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 erected in companies 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 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; (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 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 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, costs 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 an appeal 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 claims 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 to 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: ESTA GAY DUDLEY

IN THE EVENT of a death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then Jerome Rotenberg 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 15th day of July 1987

Esta Gay Dudley
ESTA GAY DUDLEY

(SEAL)

(SEAL)

This instrument was prepared by Jerome Rotenberg, 221 North LaSalle Street,
(NAME AND ADDRESS) Chicago, Illinois 60601

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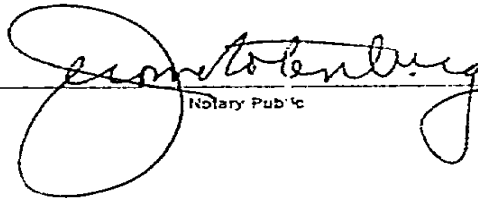
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Jerome Rotenberg, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Esta Gay Dudley

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of non estead.

Given under my hand and notarial seal this 15th day of July 19 87.

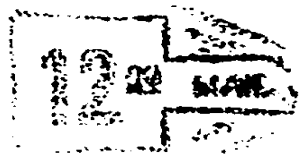
(Impress Seal Here)


Notary Public

Commission Expires 5/23/88

DEPT-01 RECORDING \$12.25
T#0222 TRAN 1996 07/15/87 12:15:00
#1825 # B *-07-389941
COOK COUNTY RECORDER

-87-3899-1



BOX No. 87363941
SECOND MORTGAGE
Trust Deed

TO _____



MAIL TO:
JEROME ROTENBERG
201 N. LA SALLE ST.
SUITE 1763
CHICAGO, ILL 60601

GEORGE E. COLE
LEGAL FORMS