

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor
Louise A. Simpson, divorced and not since remarried

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

for and in consideration of the sum of Twenty Six Hundred Two & 44/100 Dollars

in hand paid, CONVEYED AND WARRANTS to Lakeview Trust & Savings Bank GERALD E. SIKORA

of the City of Chicago County of Cook and State of Illinois Trustee
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:
Lot 38 (except the East 16 feet 6 inches thereof) and the West 8 feet 6 inches of Lot 39, in Block 3 in Chicago Title and Trust Company's Addition to Pullman in the Northeast quarter of Section 15, Township 37 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois

663 E. 105th St.
Permanent Tax No. 25-15-218-142-0000

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 Louise A. Simpson, divorced and not since remarried

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

payable in 36 successive monthly installments each of 72.29 due on the note commencing on the 1st day of Nov 1988 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 upon 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 all buildings now or at any time on said premises insured in compliance 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 those 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 encumbrances, 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 encumbrances 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 encumbrances 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 completion in connection with the foreclosure hereof including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or executing 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 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 considered liens 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 collector's fees have been paid. The grantor and grantee do hereby 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, appoint under said grantor an appraiser 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 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 grantor or his successor or trust, at all release and premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 15th day of September A. D. 1988

Louise A. Simpson (SEAL)
(SEAL)
(SEAL)
(SEAL)

3469406

Vertical text on the left margin, possibly a date or reference number.

1249564
RETURN TO SENDER

Box 3469406

SECOND MORTGAGE

Trust Merit

3469406

TO

GERALD E. SIKORA, Trustee

UNOFFICIAL COPY

FORM INSTRUMENT WAS PREPARED BY:

Address

Proceeds

Delivered to

Address

Address

Deed to

Address

Notified

Address

Notified

157 METROPOLITAN BUILDERS, INC.
4250 N. CLEGG AVE.
MARIETTA, GA 30067

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4250 N. CLEGG AVE.
MARIETTA, GA 30067

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 Louise A. Simpson, divorced
and not since remarried
personally known to me to be the same person, whose name is
instrument, appeared before me this day in person, and acknowledged that she 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
therein under my hand and Notarial Seal, this
day of
A. D. 1987
My Commission Expires Nov. 2, 1987

State of Illinois
County of Cook