UNOFFICIAL COP 183668

1999-12-21 10:34:33 Cook County Recorder 25.50



JUNIOR MORTGAGE

CTHIS INDENTULE WITNESSETH THAT Freddie Armster and Gwendolyn Armster, (hereinafter called the Grantor or Mortgagor), of County Club Hills, Illinois for and in consideration of the sum of Fifteen Thousand "Dollars (\$19,500.00) in hand paid, CONVEYS AND WARRANTS TO John C. EGrafft of Barrington Illinois as trustee, and to his successors in trust hereinafter named, the real estate described in Exhibit "A" Sattached hereto and made a part of this instrument, with the mimprovements thereon, including all heating, gas and plumbing sapparatus and fixtures, and everything appurtenant thereon, together with all rents, issues, and profits of said premises, situated in the grounty of Cook, and State of Illinois, to wit:

Common Address: 10824 S. Crawford Ave, Country Club Hills, Il. 60478 P.I.N.: 28 34 404 020

In trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Whereas the Grantor is justly indebted upon the principal promissory note in the amount of \$19,500.00 pearing even date herewith and the terms of payment contained in said note.

The Grantor covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as stated in the note or notes provided or according to any agreement extending time of rayments; (2) to pay then due in each year, all taxes and assessments against said premises, and on demand to exhibit such 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 waist to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured to companies to be elected by the grantor or to place said insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached, payable first to the First mortgagee, and to Second mortgagee, as 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 encumbrances and the interest thereof, at the time or times when same shall become due and payable.

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

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thereon from time of such breach at _____ 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, outlays for documentary evidence, costs of procuring or completing abstracts 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 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 disbursement shall be at additional lien upon the premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a contract sale shall have been entered or not, shall not be dismissed, nor release hereof given until all such experses and disbursements and the costs of suit including attorney's fees, have been paid. The Grantor 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 rents, issues and profits of the said premises.

In Witness whereof said Grantor or Mortgagor, has caused this instrument to be signed on the 15 th day of December, 1999. State of Illinois County of Cook I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Freddie Armster and Gwendolyn Armster personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this _ 15 th day of December, 1999. Commission expires: 9.5.01 "OFFICIAL SEAL MICHELE A BELLOCK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/5/2001 UN BUMUL

This instrument prepare by Joseph J. Putnick, 221 N. LaSalle St., Chicago, Illinois, 60601 (312-372-3798)

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LEGAL DESCRIPTION:

LOT 12 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING LOT 12 IN BLOCK 24 (N PLOSSMOOR TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTHBAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 27, 1928 AS DOCUMENT NUMBER 10130789, IN COOK COUNTY, ILLINOIS.

P. I. N. 1928-34-404-020
Prepu
Mail

L. M. 1928-34-404-020

Prepu
Mail

Prepared by: Mail to:

1 Joe Putnick 221 N. Lusalle St.

Chungo, 12 6060

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