

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26795433

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Clifford J. Bailey Jr. and Nettie W. Bailey, his wife  
3443 West Fulton Chicago, Illinois 60624  
(hereinafter called the Grantor), of (No. and Street) 3443 West Fulton Chicago, Illinois 60624  
(City) (State)

for and in consideration of the sum of Seven Thousand One Hundred and Three & 52/100 Dollars  
in hand paid CONVEY AND WARRANT to John J. Chiaro, Trustee C/O All State Credit Corp.  
of 5200 West Irving Park Road Chicago, Illinois 60634  
(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:

Lot 47 in John D. Parker's Subdivision of the West 9 Acres of the East 1/2  
of the West 1/2 of the Southeast Quarter of Section 11, Township 39 North Range  
13, East of the Third Principal Meridian, lying South of the Railroad and  
North of Lake Street in Cook County, Illinois.

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 Clifford J. Bailey Jr. & Nettie W. Bailey, his wife  
justly indebted upon their principal promissory note bearing even date herewith, payable  
to the order of All State Credit Corporation, promissory note # 2532 dated  
September 22, 1983, duly signed by Clifford J. Bailey Jr. and Nettie W.  
Bailey, his wife, payable according to the tenor and tenor of a certain  
promissory note even date hereon, Thrith Six (36) monthly installments  
at One Hundred Nenty Seven 7 32/100 (197.32) per month all paid in full

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 when due in each year, 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 all buildings now or at any time on said premises insured 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 Mortgagees 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 to so 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 to 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 hereof, 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, charges 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 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 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 of 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: Clifford J. Bailey Jr. and Nettie W. Bailey, 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, 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 22 day of September, 19 83.

Clifford J. Bailey (SEAL)  
Nettie W. Bailey (SEAL)

This instrument was prepared by Robert La Plume 3729 N Spaulding Chicago, Ill 60618  
(NAME AND ADDRESS)

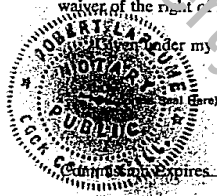
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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Robert La Plume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Clifford J. Bailey and Nettie W. Bailey, his wife

personally known to me to be the same person whose name they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Under my hand and notarial seal this 22nd day of September, 1983.

*Robert La Plume*  
Notary Public

EP-27-63 833250 • 26191433-A — Rec 10.00

27 SEP 63 9 11



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

Clifford J. Bailey Jr. & Nettie W. Bailey, his wife.  
3443 West Fulton  
Chicago, Illinois 60624

TO  
John J. Chiaro, Trustee  
C/O All State Credit Corp.  
5829 West Irving Park Road  
Chicago, Illinois 60634

ADDRESS OF PROPERTY:  
3443 West Fulton  
Chicago, Illinois 60624

MAIL TO:  
ALL STATE CREDIT CORP.  
5829 West Irving Park Road  
Chicago, Illinois 60634

GEORGE E. COLE  
LEGAL FORMS

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END OF RECORDED DOCUMENT