

GEORGE E. COLE  
LEGAL FORMS

FORM NO 2202  
April, 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

85070061

CAUTION: Consult a lawyer before executing or recording this form.  
Assurances including non-liability and trusts are voidable.

85070061

THIS INSTRUMENT WITNESSETH that  
Louia W. Augusta, Jr. and wife Mamie (J)

(hereinafter called the Grantor) of  
6322 South Drexel Chicago, Illinois

for and in consideration of the sum of Eleven and 00/100

in hand paid CONVEY AND WARRANT to  
Merchandise National Bank of Chicago  
Merchandise Mart Chicago, Illinois

as Trustee, and to his successors in trust hereinafter named, the following described real

estate with the improvements thereon, including all heating, air conditioning, gas and

electricity apparatus and fixtures, and everything appurtenant thereto, together with all

rents, issues and profits of said premises, situated in the County of Cook

and State of Illinois, to-wit:

The South half (S $\frac{1}{2}$ ) of Lot Five (5) together with the South one and one

quarter (1 $\frac{1}{4}$ ) inches of the North half (N $\frac{1}{2}$ ) of said Lot Five (5), (except

the West eight (8) feet of said Lot), in Woodlawn Highlands, a subdivision

of the West ten (10) acres of the East Sixty (60) acres of the North

half (N $\frac{1}{2}$ ) of the North West quarter (NW $\frac{1}{4}$ ) of Section Twenty-three (23),

township thirty-eight (38) North, Range fourteen (14) East of the Third

Principal Meridian. Real Estate Index Number: 20-23-101-026

Hereby releasing and waiving all rights under and by virtue of the non-judicial completion laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

To Merchandise National Bank of Chicago in 83 equal monthly installments

of \$236.62, with the last payment undetermined. The first installment

due July 18, 1985. Net proceeds of \$12,000.00 at an annual percentage

rate of 15.75% estimated.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon when 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 or damage to or removal of all buildings or improvements on said

premises that may have been destroyed, damaged, or removed, to cause to be replaced or repaired all buildings or improvements on said

premises that may have been destroyed, damaged, or removed; (4) that waste on 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 grantor hereinafter, who is hereby authorized to place such insurance in companies

acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the

Trustee hereinafter, their interests may appear, which policies shall be left and remain with the 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;

(7) to insure, or pay taxes or assessments, or the principal and 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 incumbrances and the interest thereon from time to time, and all moneys so paid, the Grantor agrees to repay immediately

with out demand, and the same with interest thereon from the date of payment, at the rate of 15.75% (estimated) per cent per annum shall be so much additional

indebtedness secured hereby.

IN THE EVENT of a breach of any of the above 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 will interest thereon from time of such breach

at 15.75% (estimated) per cent per annum, shall be recoverable by foreclosure thereon or by suit at law, or both, the same as if all of said indebtedness had

then matured by express terms (e) estimated.

IT IS AGREED BY the Grantor that all expenses and disbursements paid or incurred on behalf of plaintiff in connection with the foreclosure hereof —

including reasonable attorney's fees, outlays for document evidence, stenographer's charges, cost of preparing 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 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 an additional lien upon said premises, shall be tax, law costs and included in any decree and may be rendered in

such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be commenced, 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 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 second grantor is

IN THE EVENT of the death, removal from said County of the grantor, or of his resignation, refusal or failure to act, then

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 a second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantor or his successor or in

trust, shall release said premises to the party entitled, or receiving his reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 22nd day of April, 1985

Please print (sp. names) below signatures:

Louia W. Augusta, Jr. (SEAL)  
MAMIE AUGUSTA  
Mamie W. Augusta (SEAL)  
MAMIE AUGUSTA

This instrument was prepared by  
Marion J. Egner, Merchandise National Bank of Chicago  
Merchandise Mart  
Chicago, Illinois 60654

85070061

UNOFFICIAL COPY

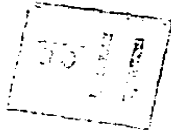
BOX NO. BOX 422

SECOND MORTGAGE  
Trust Deed

Louia Augusta, Jr. and wife  
Mamie Augusta (J)  
6322 South Drexel  
Chicago, Illinois 60637

TO

Merchandise National Bank  
of Chicago  
Merchandise Mart  
Chicago, Illinois 60654



10082799

BOX 422

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
#1111 TRAN 1903 06/21/85 10 26:00  
#583 # 9 \* -85-070961

Commission Expires 4/1/89  
(Impress Seal Here)  
Given under my hand and official seal this 22nd day of April 1985.  
waiver of the right of homestead.  
instrument as ~~well~~ free and voluntary act, for the uses and purposes therein set forth, including the release and  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument,  
State attested, DO HEREBY CERTIFY that ~~Scott Edward Givens~~ ~~Louis Augusta & Mamie Augusta~~  
I, ~~Scott Edward Givens~~ a Notary Public in and for said County, in the  
COUNTY OF ~~Cook~~ STATE OF ~~Illinois~~  
SS. }  
4/1/89  
Notary Public  
Mamie Augusta