

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

5 2 6 7 0 4 4

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That ODELL YOUNG & SUSIE L. YOUNG (HIS WIFE)  
(hereinafter called the Grantor), of CHICAGO, ILL.  
333 WEST 104TH. PLACE,  
(No. and Street) (City) (State)  
for and in consideration of the sum of TWENTY FOUR THOUSAND NINETY NINE DOLLARS AND 84/100 Dollars  
in hand paid, CONVEY AND WARRANTS  
AUSTIN BANK OF CHICAGO  
of 5645 WEST LAKE STREET CHICAGO, ILL.  
(No. and Street) (City) (State)

RECORDED  
85267044

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 plumbing apparatus and fixtures, and everything appurtenant thereto, together with rents, issues and profits of said premises, situated in the County of COOK

Above Space For Recorder's Use Only

and State of Illinois, to-wit:  
**The East 17 feet of Lot 38 and the West 18 feet of Lot 39 in Cherrill H. Walls Subdivision of that part of the South Half (1/2) of Lot 10 and the North half (1/2) of Lot 15, in School Trustees Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian  
PIN 25-16-306-068**

Hereby releasing and waiving all rights and claims 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 is justly indebted upon ONE principal promissory note bearing even date herewith, payable

In 83 installments of \$445.00 EACH and a final installment of \$445.00 beginning on Dec. 6, 1985 and continuing on the same day of each successive month thereafter until fully paid.

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, all 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 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 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 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 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 the rate of \_\_\_\_\_ 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 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 \_\_\_\_\_ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum of 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, 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor shall 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 said premises.

The name of a record owner is: Odell Young and Susie L. Young (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, then CHICAGO TITLE AND TRUST COMPANY 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 of 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.

This trust deed is subject to \_\_\_\_\_

Witness the hand S and seal S of the Grantor this 1st day of November, 1985

Please print or type name(s) below signature(s)

Odell Young (SEAL)  
Odell Young

Susie L. Young (SEAL)  
Susie L. Young

This instrument was prepared by Hattie M. Franklin, 5645 West Lake Street, Chgo, Ill.  
(NAME AND ADDRESS)

COOK COUNTY MORTGAGE

5 267044

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, ULYSSES G. TATE JR., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ODELL YOUNG AND SUSIE L. YOUNG (HIS WIFE)

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are 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.

Given under my hand and official seal this 1ST. day of November, 1985.

(Impress Seal Here)

*[Handwritten Signature]*  
Notary Public

My Commission Expires Sept 23, 1988  
Commission Expires

DEPT-01 RECORDING \$11.85  
T#3333 TRAN 0105 11/04/85 13:48:00  
#0298 # C \* -85-267044

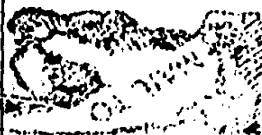
BOX No.

SECOND MORTGAGE  
**Trust Deed**

ODELL YOUNG  
SUSIE L. YOUNG (HIS WIFE)  
333 WEST 104TH. PLACE  
CHICAGO, ILLINOIS 60628

TO

AUSTIN BANK OF CHICAGO  
5645 WEST LAKE STREET  
CHICAGO, ILL. 60644



85-267044

GEORGE E. COLE  
LEGAL FORMS