

This Indenture, PAULSON, his wife

WITNESSETH, That the Grantor

WILLIAM M. PAULSON and MAUREEN

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Six Thousand and no/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago, County of Cook, and State of Illinois 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 4 (excepting therefrom that part thereof described as follows: Commencing at the South East Corner of said Lot 4; thence Westerly along the South Line of said Lot 4, a Distance of 133.4 feet; thence Northerly and Parallel with Milwaukee Avenue to the North line of said Lot 4; thence Easterly along the North line of said Lot 4, to the North East Corner of said lot being the Westerly Line of Milwaukee Avenue; thence Southerly along the East line of said Lot 4 being the Westerly Line of Milwaukee Avenue to the Point of Beginning), in the subdivision of that part of Lot 5, lying West of Milwaukee Avenue (except the North 1 1/2 rods thereof) in the Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 5222 West Windsor Avenue, Chicago, Illinois. Permanent Tax NO. 13-16-117-016

Hereby releasing and waiving all rights under any 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's WILLIAM M. PAULSON and MAUREEN PAULSON, his wife their

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 145.90 each until paid in full, \$86441367

which retail installment contract has been assigned by GREATWAY CONSTRUCTION CO. to Northwest National Bank of Chicago.

THE GRANTOR covenants and agrees 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 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 grantor 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 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 to insure, or pay taxes or assessments, or the prior incumbrances, 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 lien or title affecting said premises or pay off 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 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 interest thereon, 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 complainant in connection with the foreclosure hereof including reasonable solicitors fees, outlays for documentary evidence, stenographic charges, cost of preparing or completing abstract showing the whole title of said premises, including 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 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 dissolved, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor for said grantor and for his heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and 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 claiming under said 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.

In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Thomas S. Larson, Ronald D. Wood 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 18th day of August, A. D. 19 86

Signature of William M. Paulson and Maureen Paulson

(SEAL) (SEAL) (SEAL) (SEAL)

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UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust Deed

WILLIAM M. PAULSON and

MAUREEN PAULSON, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVE. CHICAGO, IL 60641
312/777-7100

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Property of Cook County Clerk's Office

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DEPT-91 RECORDING \$11.00
T#3333 TRAN 6814 09/29/86 09:38:00
#1733 #A *B6-441367
COOK COUNTY RECORDER

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I, SOUELLA DIAMOND
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
WILLIAM M. PAULSON and
MAUREEN PAULSON, his wife
personally known to me to be the same person, whose name is, are
subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that the X 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.
Signed under my hand and Notarial Seal, this 18th day of August, A. D. 19 86
Soeulla Diamond
Notary Public

State of Illinois }
County of Cook } 55.