

TRUSTED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY 86025461

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

THIS INDENTURE WITNESSETH, That
Gussie Williams & Yvonne Williams

(hereinafter called the Grantor), of
47 North Parkside Ave. Chicago, Ill.

for and in consideration of the sum of **Eight Thousand Two Hundred**
Ninty Eight Dollars And 60/100 Dollars

in hand paid, CONVEY AND WARRANT
Austin Bank Of Chicago
of **5645 West Lake Street Chicago, Ill.**

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 all rents, issues and profits of said premises, situated in the County of **Cook** and State of Illinois, to-wit:

The North half of Lot 8 and the South 7/10ths. of Lot 7 in Block 6 in Waller's Subdivision of the South 43 3/4 acres of the East half of the South East quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County Illinois.

PIN#16-08-423-003

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 is justly indebted upon one principal promissory note bearing even date herewith, payable

In 59 installments of \$138.31 each and a final installment of \$138.31 beginning on Feb. 21, 1986 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 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 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 _____ 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 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 documenting 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 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:

GUSSIE WILLIAMS AND YVONNE WILLIAMS

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

_____ 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 8 and seal 8 of the Grantor this 14th day of January, 1986

Gussie Williams (SEAL)
Gussie Williams

Yvonne Williams (SEAL)
Yvonne Williams

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

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

RECEIVED
NOV 11 1986
Above Space For Recorder's Use Only

COOK COUNTY RECORDED MORTGAGE

CHICAGO RECORDER OF DEEDS
127 - WEST WASHINGTON ST.
CHICAGO, ILL. 60601

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

ss.

Gussie Williams & Yvonne Williams

47 North Parkside Ave. Chicago, Ill.

I, OLYSSSES G. TATE JR Notary Public in and for said County, in the presence of Ninety Eight Dollars and 00/100

State aforesaid, DO HEREBY CERTIFY that Gussie Williams & Yvonne Williams Austin Bank of Chicago 5444 West Lake Street Chicago, Ill.

personally known to me to be the same person whose name is subscribed to the foregoing instrument,

appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as aforesaid in and for the purpose of conveying to the said Yvonne Williams and Gussie Williams the North half of Lot 8 and the South half of the East quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County Illinois. waiver of the right of homestead.

Given under my hand and official seal this 14th day of Jan, 1986

(Impress Seal Here)

In 29 installments of \$13.31 each and a final installment of \$188.31 beginning on Feb. 21, 1986 and continuing until fully paid. Commission Expires

DEPT-91 RECORDING \$11.25
T#3333 TEAM 9787 01/21/86 05:26:00
#3057 # C * 86-025461

GUSSTIE WILLIAMS AND YVONNE WILLIAMS

BOX No.	SECOND MORTGAGE	Trust Deed	GUSSIE WILLIAMS	YVONNE WILLIAMS	47 NORTH PARKSIDE AVE. CHICAGO, ILL. 60644	AUSTIN BANK OF CHICAGO 5645 WEST LAKE STREET CHICAGO, ILLINOIS 60644	14th	11 18 MAIL	86-025461	GEORGE E. COLE LEGAL FORMS
---------	-----------------	------------	-----------------	-----------------	---	--	------	------------	-----------	-------------------------------