

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

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TO BE FILED IN RECORDER'S OFFICE

THIS INDENTURE WITNESSETH, That **AMOS HARDMAN AND MARGRETTE HARDMAN (His Wife)**

(hereinafter called the Grantor), of **4734 WEST JACKSON BLVD., CHICAGO, ILL.**

for and in consideration of the sum of **THIRTY SIX THOUSAND twenty nine Dollars and 26/100** Dollars

AND WARRANT **AUSTIN BANK OF CHICAGO**

of **5645 W. 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**

Above Space For Recorder's Use Only

and State of Illinois, to-wit:
Lot 34 in Block 6 in Hobart's Subdivision of the North West quarter of the North West quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois .
PIN#16-15-108-016

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 83 installments of \$665.27 each and a final installment of \$665.27 beginning on Feb. 23, 1986 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be first applied to the unpaid service charge if any, then to accrued interest to date of actual payment with the remainder applied to the unpaid balance of principal. the amount of the final installment will be adjusted to reflect actual interest earned as a result of early or late payment of any installment.***

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 are 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 _____ percent 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 _____ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as in 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 compiling 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 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 the said premises.

The name of a record owner is: **AMOS HARDMAN AND MARGRETTE HARDMAN (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 and seal of the Grantor this **16th**, day of **January**, 19**86**

Amos Hardman (SEAL)
AMOS HARDMAN

Please print or type name(s) below signature(s)
Margrette Hardman (SEAL)
MARGRETTE HARDMAN

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

29825462

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

AMOS HARDMAN AND
MARGARETTE HARDMAN (His Wife)

4734 WEST JACKSON BLVD., CHICAGO, ILL.

I, Ulysses G. Tate Jr.
State aforesaid, DO HEREBY CERTIFY that

Public in and for said County, in the
Twenty nine Dollars and 25/100
AMOS HARDMAN & MARGARETTE HARDMAN (His Wife)
AUSTIN BANK OF CHICAGO
2645 W. LAKE STREET, CHICAGO, ILL.

personally known to me to be the same person whose name 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 purpose of releasing the said property and the release and
waiver of the right of homestead, in Cook County, Illinois.

Given under my hand and official seal this 16TH day of January, 1986

(Impress Seal Here)
Ulysses G. Tate Jr.

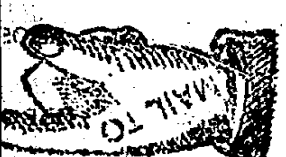
In 83 installment payments of \$227.27 each and a final installment of \$227.27
beginning on Feb. 23, 1986 and continuing until fully paid. All payments shall be due
and payable on the 15th day of each month thereafter until fully paid. All payments shall be
applied to the unpaid service charge if any, then to accrued interest to date
of actual payment with the remainder applied to the unpaid balance of
principal. The amount of the final installment will be adjusted to reflect
actual interest earned as a result of early or late payment of any install-
ment. ***

REPT-01 RECORDING \$11.25
TRAN 0768 01/21/86 09:26:00
#368 # C * 86-025442

AMOS HARDMAN AND MARGARETTE HARDMAN (His Wife)

COOK
CHICAGO TIME AND TRUST COMPANY

SECOND MORTGAGE
Trust Deed
AMOS HARDMAN
Margarette Hardman
4734 W. Jackson Blvd.
Chicago Illinois 60644
TO
Austin Bank of Chicago
5645 West Lake Street
Chicago Illinois 60644



11 00 MAIL

86-025442

GEORGE E. COLE
LEGAL FORMS