

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE

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This Indenture, WITNESSETH, That the Grantor CAROLYN J. HEARD FAIRMAN  
A/K/A CAROLYN J.H. GRIFFIN

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Seven Thousand Seven Hundred Twenty-Three and 20/100 Dollars  
in hand paid, CONVEY. AND WARRANT to

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:

LOTS 6 AND 7 IN BLOCK 4 IN A. J. HAWHE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 AND THE NORTH 3/4 OF THE EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 20-22-311-029 & 20-22-311-030 + 22.7

COMMONLY KNOWN AS 6812 South Langley

Hereby releasing and waiving all rights under said 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 CAROLYN J. HEARD FAIRMAN A/K/A CAROLYN J.H. GRIFFIN justly indebted upon ONE principal promissory note, bearing even date herewith, payable TO FOUR STAR REMODELING, INC., ASSIGNED TO JEROME I. WRIGHT & ASSOCIATES, INC.

payable in 60 successive monthly installments each of 128.72 due on the note commencing on the 10th day of July 1986, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 have been destroyed or damaged; (4) that water to said premises shall not be cut off or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance with the policy 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 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 all prior encumbrances 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; (8) In the event of a breach of any of the foregoing covenants or agreements the whole of said indebtedness, including principal and all accrued 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 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; (9) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof — including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosing 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; (10) All such expenses and disbursements shall be an additional lien upon said premises, shall be treated 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 deemed, for a year or administrators and assigns of said grantor waive; (11) 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 interested, 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 grantor, or of his refusal or failure to act, then LAWRENCE BERLAND 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 foregoing covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving but reasonable charges.

Witness the hand and seal of the grantor this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

*Carolyn J. Heard Fairman aka Carolyn J.H. Griffin*

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Box No. ....

SECOND MORTGAGE

Trust deed

JEROME I. WRIGHT, TRUSTEE

THIS INSTRUMENT WAS PREPARED BY:

JEROME I. WRIGHT & ASSOCIATES, INC.  
4228 North Broadway  
Chicago, Illinois 60660

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.25  
T#3333 TRAN 2167 06/09/86 13:24:00  
#3486 # A \* -86-231356

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I, BARBARA C. JACOBS  
a Notary Public in and for said County, in the State aforesaid, Do hereby certify that  
CAROLYN J. HEARD FAIRMAN  
A/K/A CAROLYN J.H. GRIFFIN  
personally known to me to be the same person... whose name  
subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that he... signed, sealed and delivered the said instrument  
as... free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Givent under my hand and Notarial Seal, this  
Sixth  
day of June  
A. D. 19 86  
Notary Public

State of Illinois }  
County of Cook }  
55.

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