

THIS INDENTURE, WITNESSETH, That Shirley Swanson

(hereinafter called the Grantor), of 1931 1st East Howe Court, Chicago, IL
(No. and Street) (City) (State)

for and in consideration of the sum of _____ Dollars
in hand paid, CONVEY AND WARRANT to USAmericano/Chicago
of 307 N. Michigan Ave., Chicago IL 60601
(No. and Street) (City) (State)

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, 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 _____
of _____ County of Cook and State of Illinois, to-wit:

Lots 5 and 6 (except parts taken for Alley) in the Subdivision of the South Half (1/2) of Lot Five (5) Block Two (2) in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian commonly known as 1931 1st East Howe Court, Chicago, IL. PIN 14-14-33-303-136-1006.

Property of Cook County MORTGAGE

86359496

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 _____
justly indebted upon the _____ principal promissory note bearing even date herewith, payable
a \$100,000 note to Theodore Mandigo dated 7/30/86. Term is for seven (7) years with annual principal reductions of \$14,285.72 beginning on June 30, 1986 with quarterly interest payments beginning September 30, 1986.

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, 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 first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, such policies shall be kept 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 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 eight 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 or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder hereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight 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 term.

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, on any of the 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 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 suit complaint is filed, at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a second owner is: Shirley I. Swanson

IN THE EVENT of the death or removal from said _____ 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 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.

Witness the hand and seal of the Grantor this 30th day of July, 1986

(SEAL)
x Shirley Swanson (SEAL)
Shirley I. Swanson

This instrument was prepared by D. Roesner, USAmericano/Chicago 307 N. Michigan, Chgo, IL
(NAME AND ADDRESS) 60601

UNOFFICIAL COPY

19 86 10 19 86

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Mary Sullivan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shirley Swanson

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 she signed, sealed and delivered the said instrument as her 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 notarial seal this 15th day of August, 1986.

(Impress Seal Here)

Mary Sullivan
Notary Public

Commission Expires MAY 24, 1987
MY COMMISSION EXPIRES

08 1 1 2 1 5 6

11.00 AUG-19-86 46184 • 86359496 • A — Rec

86-359496

BOX No. 86359496
SECOND MORTGAGE
Trust Deed
Shirley Swanson
3340 N. Kenmore
Chicago, IL TO
USAmeribanc/Chicago
307 N. Michigan
Chicago, IL 60601



Please send to:
USAmeribanc/Chicago
307 N. Michigan Ave.
Chicago, IL 60601
Attn: Deborah H. Boesner

11.00E