

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

67537877

This Indenture, WITNESSETH, That the Grantors, THEODORE W. TURNER and, HATTIE TURNER, his wife, f/k/a HATTIE ROBINSON.....

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

for and in consideration of the sum of \$IX THOUSAND and NO/100 Dollars in hand paid, CONVEY, AND WARRANT, to JOHN YOUNG, 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 everything 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 Sixteen (16) In Block Two (2) In Homeland Heights

Subdivision In the North East Quarter (NE 1/4) of Section

Thirtytwo (32), Township thirtysix (36), North Range

Fourteen (14), East of the Third Principal Meridian

Permanent Lot No. 20-32-218-031 TP A GO

Property Address: 8154 S. Morgan, Chicago, Illinois

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

In Event, nevertheless, for the purpose of securing performance of the covenants and agreements herein,

WHEREAS, The Grantor's, THEODORE W. TURNER and HATTIE TURNER, his wife, f/k/a HATTIE ROBINSON justly indebted upon one retail installment contract bearing even date herewith, providing for

Installments of principal and interest in the amount of \$ 13.02 each until paid in full, which contract which retail installment contract has been assigned by

A.B.C. GLASS ENCLOSURE to Northwest National Bank of Chicago

67537877

The Grantor, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, at such time 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 per acre, and no damage to said premises thereafter, (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 to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid, (6) to pay all prior indebtedness, 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 indebtedness 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 the prior indebtedness or 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 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 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 accrued by express terms.

It is agreed by the grantor, that all expenses and disbursements paid by the grantor in behalf of the grantee in connection with the foreclosure proceedings, including reasonable attorney fees, recording fees, court reporter's charges, costs of procuring an execution, attorney holding the whole title of said premises or holding his/her interest therein, as such, shall be paid by the grantor, and the like expenses and disbursements, not retained by any suit or proceeding, when in the grantor or any holder of any of the said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional item upon said premises, and be taxed, or levied, or deducted, 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 a release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the 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 and Cook County of the grantor, or of his refusal or failure to act, then

Ronald Wood

say 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 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 22nd day of August, A.D. 1987.

(SEAL)

T. Theodore W. Turner

(SEAL)

F. K. A. Hattie Robinson

(SEAL)

Box No. ... 246....

SECOND MORTGAGE

Urinst Deed

THEODORE M. TURNER AND
HATTIE TURNER, HIS WIFE,
f/k/a HATTIE ROBINSON

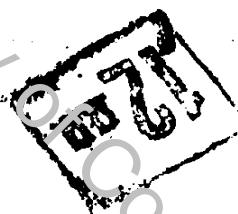
TO

JOHN YOUNG, Trustee

Robert E. Nowicki

THIS INSTRUMENT WAS PREPARED BY:

NORTHWEST NATIONAL BANK OF CHICAGO
3905 MILWAUKEE AVE., CHICAGO, IL 60641
312/777-7700



COOK COUNTY RECORDER
19669 4 6 10/02/87 09:14:00
191111 TRAN 8881 10/02/87 09:14:00
DEPT-01 RECORDING \$12.00

Com EX 8/89

Notary Public

I, Donald J. Bledsoe, Notary Public in and for said County in the State of Illinois, do hereby certify that THE ABOVE & NATURED FKA HATTIE ROBINSON, whose name is personally known to me to be the same person's, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, free and voluntarily set, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

day of October, 1987..... A.D. 1987.....
Signed under my hand and Notarial Seal, this _____ day of _____, 19____.

Donald J. Bledsoe

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State of Illinois
County of Cook
Notary Public