

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)  
**UNOFFICIAL COPY**

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

87634213

THIS INDENTURE WITNESSETH, That **Wilbert Johnson & Dorothy Johnson  
(His Wife) & Lewis Johnson & Mary A. Johnson (J)**

(hereinafter called the Grantor), of  
**5346-48 West Crystal Ave. Chicago, Ill.**

for and in consideration of the sum of **Thirteen Thousand Four  
Hundred Ninty Eight Dollars & 20/100---** Dollars  
in hand paid, CONVEY<sup>S</sup> AND WARRANT<sup>S</sup> to  
**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**

DEPT-01 912.00  
T43333 TRAM 3915 11/30/87 14:36:00  
#9229 \* -87-634213  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit:  
**Lot 17 and East 1/2 of Lot 16 in Collins Gauntlett And Dunas Acres in  
Austin Manor, being a subdivision of Lots 2, 3, 4 and 6, part of the West 10.72  
acres of the East 42 and 92/1000 acres of the South 1/2 of the Northwest  
1/4 of Section 4, Township 39 North, Range 13 East of the Third Principal  
Meridian, in said Cook County, Illinois P.I.M # 16-04-127-023 All**  
D L O

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 to **one** principal promissory note **S**, bearing even date herewith, payable  
In **59** installment of **\$224.97** each and a final installment of **\$224.97**  
beginning on Dec. 18, 1987 and continuing on the same day of each suc-  
cessive month thereafter until fully paid.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 receipt therefor; (3) within sixty days after destruction or damage to rebuild or insure 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 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 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 **12.50** 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 a interest thereon from time of such breach  
at **12.50** 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 documentary 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor cause 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 or records of said premises is **Wilbert Johnson & Dorothy Johnson (His Wife & Lewis Johnson  
& Mary A. Johnson (J))** 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 **S** and seal **S** of the Grantor this **13th** day of **November**, 19 **87**

12 00 E  
(SEAL)

Please print or type name(s)  
below signature(s)  
**Wilbert Johnson**  
**Dorothy Johnson**  
**Mary A. Johnson** (SEAL)

**Lewis Johnson & Mary A. Johnson (J)**  
This instrument was prepared by **Hattie M. Franklin, 5645 West Lake St. Chicago, Ill. 60644**  
(NAME AND ADDRESS)  
**Jewer Johnson**

87-634213

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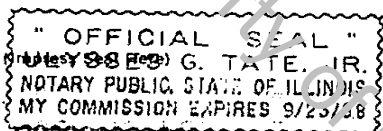
STATE OF Illinois  
COUNTY OF Cook

SS.

I, Ulysses G. Tate Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Wilbert Johnson & Dorothy Johnson (His Wife) & Lewis L. Johnson & Mary A. Johnson (J)~~

personally known to me to be the same persons whose names 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 uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 13th. day of Nov. 19 87



*Ulysses G. Tate Jr.*  
Notary Public

Commission Expires \_\_\_\_\_

87634213

Cook County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

Wilbert Johnson & Dorothy Johnson (His Wife) &  
Lewis L. Johnson & Mary A. Johnson (J)  
5346-48 West Crystal Ave.  
Chicago, Illinois 60651

TO

Austin Bank Of Chicago,  
5645 West Lake Street  
Chicago, Illinois 60644

GEORGE E. COLE  
LEGAL FORMS