

UNOFFICIAL COPY

5 7 1 7 4 2 7 7

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

87174277

This Indenture, WITNESSETH, That the Grantor GUY L. GREEN and MATILDA GREEN,
his wife

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

for and in consideration of the sum of Four Thousand One Hundred and no/100 Dollars
in hand paid, CONVEY AND WARRANT to JOHN O. 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 fol-
lowing 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:

Lot 16 in Block 4 in Bartlett's Roseland Subdivision
Of Lot 42 and the North half of Lot 47 (except the
West 67 feet of said Lots) in School Trustees' Sub-
division of Section 16, Township 37 North, Range 14, East
of the Third Principal Meridian in Cook County, Illinois,
commonly known as 245 West 108th Place, Chicago, Illinois.

Permanent Tax Number: 25-16-412-005

G 70 RW

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's GUY L. GREEN and MATILDA GREEN, his wife
justly indebted upon their one retail installment contract bearing even date herewith, providing for 84

installments of principal and interest in the amount of \$ 81.43 each until paid in full, ~~xxxxxxx~~
which retail installment contract has been assigned by TOWN AND COUNTRY
HOME PRODUCTS, INC. to Northwest National Bank of Chicago,

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 may have been destroyed or damaged; (4) that waste on 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, and to hereby au-
thorize 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 grantor 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
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 matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure, including reasonable
attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract, keeping the whole title of said premises (including foreclosure decree
and the like expenses and disbursements) as incurred by any suit or proceeding when in the grantor or any holder of any lien on said indebtedness
as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be in addition to the amount of said premises, and be for the use 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 suspended nor a release
hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, for said grantor, and all 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 gran-
tor, 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

Ronald Wood of said County is hereby appointed to be first successor in this trust, and if for
any like cause said Ronald Wood shall 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 grantor 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 28th day of February A. D. 19 87

Guy L. Green (SEAL)
Matilda Green (SEAL)
(SEAL)
(SEAL)

87174277

UNOFFICIAL COPY

Book No. 246

SECOND MORTGAGE

Trust Deed

GUY L. GREEN and

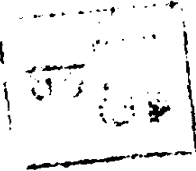
MATILDA GREEN, his wife

TO
JOHN O. YOUNG
Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

871174277



Property of Cook County Clerk's Office

COOK COUNTY RECORDER
#221 # 4-87-1747
1#111 TRAN 09.02/87 09 12 00
2281128

State of Illinois
County of Cook

55

I, *Matthew Goble*

a Notary Public in and for said County, in the State aforesaid, Do hereby certify that GUY L. GREEN and

MATILDA GREEN, his wife

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

them, under my hand and Notarial Seal, this 28th

February

A. D. 19 87

Matthew Goble
Notary Public