

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH That **Raymond Gaddis**

88-570707

hereinafter called the Grantor), of **4542 South Lamon Chicago Illinois**

for and in consideration of the sum of **Thirty Three Thousand Seven Hundred Forty Six Dollars And 40/100**

in hand paid, CONVEYS AND WARRANTS to **Austin Bank Of Chicago of 5645 West Lake Street, Chicago Illinois**

Above Space For Recorder's Use Only

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** and State of Illinois, to-wit:

Lot 14 in Block 18 in Bartlett's Central Chicago Subdivision in Section 4 and 9, Township 38 North Range 13 East of The Principal Meridian In Cook County, Illinois

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

Permanent Real Estate Index Number(s): **19-04-421-032**

Address(es) of premises: **4542 South Lamon, Chicago, Ill. 60638,**

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted upon **one** principal promissory note bearing even date herewith, payable **In 59 installments of \$562.44 each and a final installment of \$562.44 beginning on January 2, 1969 and continuing on the same day of each successive month thereafter until fully paid.**

88-570707

THE GRANOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided 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 or damage to, or build or 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 to the first Trustee or Mortgagee, and secondly to the Trustee herein as then 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 such prior incumbrances, or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and if they so pay, 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 interest thereon from time of such breach at **12.50** per cent per annum, shall be recoverable by foreclosure or by suit at law, or both, the same as if a part of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements, and or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, a notary public's charges, cost of procuring or completing abstract showing the whole title of said premises embrace 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 rescinded hereof given, until all such expenses and disbursements, and the costs thereon including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, assigns 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: **RAYMOND GADDIS**

IN THE EVENT of the death or removal from said **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 active 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 and seal of the Grantor this **20TH** day of **November** 19 **88**

Raymond Gaddis
Raymond Gaddis (SEAL)

Please print or type names (below signatures)

(SEAL)

This instrument was prepared by **Hattie M. Franklin, 5645 West Lake St, Chicago, Ill. 60644**
(NAME AND ADDRESS)

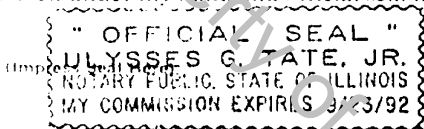
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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Ulysses G. Tate Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Gaddis

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 He signed, sealed and delivered the said instrument as His 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 29TH. day of November, 19 88



Ulysses G. Tate Jr.
Notary Public

Commission Expires

DEC-12-88 5:43 PM 805 W. W. Ave. 12.00

53-570707

BOX NO.

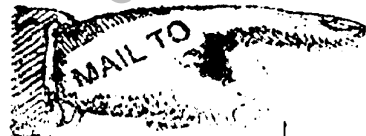
SECOND MORTGAGE

Trust Deed

Raymond Gaddis
4601 South Laramie Ave.
Chicago, Illinois 60638

TO

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



GEORGE E. COLE

LEGAL FORMS

4020/588

12/29/88