

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That Douglas Nash Jr.

(hereinafter called the Grantor), of 4940 West Erie Chicago, Il. 60644

for and in consideration of the sum of THREE THOUSAND Dollars
in hand paid, CONVEY AND WARRANT TO CAPITAL FINANCIAL SERVICES Don Wede
of Monty Nafosis Larry Sisk 14735 S. Pulaski Midlothian Il. 60445

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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 32 and East half (1/2) of Lot 31 in Block 10 in George C. Campbell's Subdivision of the North East quarter (1/4) of North East quarter (1/4) of Section 9 and South half (1/2) of the South East quarter (1/4) of the South east quarter (1/4) of Section 4 Township 39 North Range 13 East of the third Principal Meridian in Cook Count Illinois

Commonly known as 4940 W. Erie Chicago Illinois 60644

P.I.N. 16-09-211-027 62183540

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 Douglas Nash Jr. justly indebted upon CAPITAL FINANCIAL SERVICES principal promissory note bearing even date herewith, payable

Monthly payments in the amount of \$279.34 per month for 12 consecutive months. Principal balance is in the amount of \$3000 interest rate is 21% at a yearly rate. Payments are due the first of the month starting June 1st, 1988. If any monthly payment is not received in full by the end of 5 calendar days after the date due a 10% of principal and interest late charge will be paid promptly once on each late payment. Payments are due to CAPITAL FINANCIAL SERVICES at 14735 South Pulaski Midlothian Il. 60445

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 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 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, which policies shall be left and remain with the said Mortgagee or Trustee until the said 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, and 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 time with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereon.

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 thereof, 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 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, copy 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 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 recent owner is: Douglas Nash Jr. & Barbara A. Nash his wife

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 CAPITAL FINANCIAL SERVICES 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 28th day of April 1988

Douglas Nash (SEAL)
(SEAL)

This instrument was prepared by Donald S. Wede 14735 S. Pulaski Midlothian Il 60445
(NAME AND ADDRESS)

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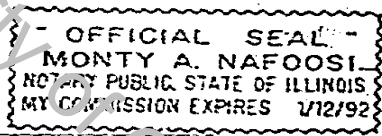
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, MONTY A. NAFOOSI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOUGLAS N. NASH JR.

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a _____ 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 29th day of April, 1988

(Impress Seal Here)



M. A. Nafoski
Notary Public

Commission Expires _____

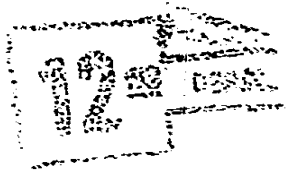
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T#2222 TRAN 1348 05/02/88 13:45:00
#4628 # B # -88-183640
COOK COUNTY RECORDER

68183640

BOX NO. _____
SECOND MORTGAGE
Trust Deed

Douglas Nash Jr.
4940 W. Erie
Chicago Il. 60644

TO
Capital Financial Services
14735 S. Pulaski
Midlothian Il. 60445



** RETURN TO
CAPITAL FINANCIAL SERVICES
14735 S. Pulaski
Midlothian Il. 60445



88183640

GEORGE E. COLE
LEGAL FORMS