

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Amos Hardman & Margrette Hardman (His Wife)

(hereinafter called the Grantor), of 4734 West Jackson Blvd., Chicago Ill.
(No and Street) (City) (State)
for and in consideration of the sum of Fifty Six Thousand Seventy Nine Dollars And No/100 Dollars

90045023

in hand paid, CONVEY AND WARRANT to Austin Bank Of Chicago
of 5645 West Lake Street Chicago, Ill.
(No and Street) (City) (State)

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 34 in Block 6 in Hobart's Subdivision of the North West Quarter of the North West Quarter of Section 15, Township 39 North, Range 13, East of the Third 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) 16-15-108-026

Address(es) of premises: 4734 West Jackson Blvd. Chicago, Ill. 60644

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

In 59 installments of \$934.65 each and a final installment of \$934.65 beginning on Feb. 17, 1950 and continuing on the same day of each successive month thereafter until fully paid.

90045023

THE GRANTOR 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 total or partial destruction of, buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed thereon; (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 first to said 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 if any amount so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 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, 13.00 per cent of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at per cent per annum, shall be recoverable by foreclosure in law, 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, and or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, a surveyor's or a photographer's charges, cost 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 such proceedings 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 owner is: Amos Hardman & Margrette Hardman (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 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 and seal of the Grantor this 12TH day of January, 1990

Amos Hardman (SEAL)
Amos Hardman

Please print or type name(s) below signature(s)

Margrette Hardman (SEAL)
Margrette Hardman

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

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

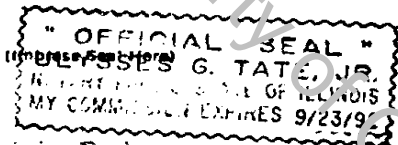
ss.

NOTARY PUBLIC
STATE OF ILLINOIS
COMMISSION EXPIRES 9/23/95

I, ULYSSES G. TATE JR., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Amos Hardman & Margrette Hardman (His Wife)

personally known to me to be the same person whose name 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 12TH. day of January, 1990



[Handwritten Signature]
Notary Public

Commission Expires _____

BOX No. 90045023

SECOND MORTGAGE Trust Deed

Amos Hardman &
Margrette Hardman (His Wife)
4734 West Jackson Blvd.
Chicago, Illinois 60644



TO

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

90045023

12.00 E

GEORGE E. COLE
LEGAL FORMS