

# UNOFFICIAL COPY

FORM NO. 2272  
REV. 1988

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

90368441

THIS INSTRUMENT WITNESSETH that **Clifford J. Bailey Jr. and Nettie W. Bailey (His Wife)**

(hereinafter called the Grantor), of **3443 West Fulton Blvd., Chicago, Illinois**

for and in consideration of the sum of **Eighty One Thousand One Hundred Ninety Dollars & 45/100** Dollars

in hand paid CONVEY AND WARRANT 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**

RECORDED IN BOOK 133 PAGE 133  
12-12-90  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit **Lot 47 in John D. Parker's Sub of the W 9 acres of the E 1/2 of the W 1/2 of the SE 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Railroad and North Lake Street in Cook County, Illinois.**

P.I.N. # 16-11-407-007

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 upon principal promissory note bearing even date herewith, payable

In 59 installments of \$656.01 each, beginning on Aug. 23, 1990 and continuing on the same day of each successive month thereafter until fully paid with a final installment of \$42,486.16 payable on July 23, 1995.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and on said note 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 restore a building or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or allowed; (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 Trustee or Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee 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 to so 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 purchase or pay for any tax lien or title affecting said premises or pay all prior incumbrances, and the interest thereon from time to time, and the money so paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of **13.00** 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 **13.00** per cent per annum, shall be recoverable by foreclosure of the real, or by suit at law, or both, the same as if such 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 document by evidence, stenographer'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 suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the executor, 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 the 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 recordable is **Clifford J. Bailey & Nettie W. Bailey (His Wife)**

IN THE EVENT of the death or removal of said **Cook Chicago Title and Trust Company**

County of the grantee, or of his resignation, refusal or failure to act, then

of said County is hereby appointed to be the 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 the 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 **19th** day of **July**, 19 **90**

13<sup>00</sup>

Please print or type names of below signature(s)

*Clifford J. Bailey Jr.*  
Clifford J. Bailey Jr.

*Nettie W. Bailey*  
Nettie W. Bailey

This instrument was prepared by **Hattie M. Franklin 5645 West Lake St, Chicago, Ill. 60644**

(NAME AND ADDRESS)

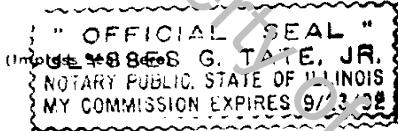
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STATE OF Illinois )  
COUNTY OF Cook ) ss.

i, Ulysses G. Tate Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CLIFFORD J. BAILEY JR. & NETTIE W. BAILEY  
(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.

Given under my hand and notarial seal this 19TH day of JULY, 19 90.



*Ulysses G. Tate Jr.*  
Notary Public

Commission Expires

Cook County Clerk's Office

90368441

BOX No.

SECOND MORTGAGE  
**Trust Deed**

Clifford J. Bailey Jr. &  
Nettie W. Bailey (His Wife)  
3443 West Fulton Blvd.  
Chicago, Illinois 60624

TO

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