

## UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)RECEIVED APR 27  
April, 1980

CAUTION: Consult a Lawyer Before Using or Acting Under This Document, Including Merchantability and Errors Are Excluded.

THIS INDENTURE WITNESSETH, That ... Edward Wells and  
Wife Gladys Wells(hereinafter called the Grantor), of  
6521 S. Maryland Chicago IL  
for and in consideration of the sum of \$4,140.00  
in hand paid, CONVEYS AND WARRANTS to  
Sheila Levin  
of 2915 W. Gregory Chicago IL  
as Trustee, and to his successors in trust herein, 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:The North 25 feet of Lot 20 in Block 7 in Woodlawn Ridge, being a subdivision of  
the South half of the North West quarter of Section 23, Township 38 North, Range  
14, East of the Third Principal Meridian, in Cook County, Illinois.

90-23-113-009-0000

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

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

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

36 payments at \$115.00 per month.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIENS:  
DEBT OF THE GRANTOR TO THE TRUSTEE  
OR CREDITOR OF THE TRUSTEE  
CUSTODY & SUPPORT OF CHILDREN OF THE GRANTOR  
PROPERTY INDEX NUMBER:

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note stipulates 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 return 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, then to the grantee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said first trustee or grantee 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; (7) in the event of failure so to insure, or pay taxes or assessments, or the prior incumbrances of the grantee herein when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or release any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all monies so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of six percent (6%) 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 ... 0 ... percent per annum, shall be recoverable by foreclosure thereof, or suit at law, or both, the same available as 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, engraver's charges, cost of procuring or completing a 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 addition al item 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 made 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, do give 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.

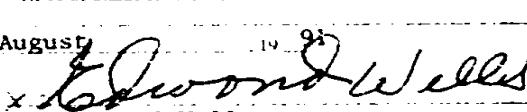
Edward Wells and Gladys Wells

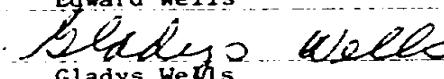
The name of a record owner is ... Cook County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said County, or 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 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 ... payment in full

Witness the hand ... and seal ... of the Grantor this 7th day of August 1980

  
 Edward Wells (SEAL)

  
 Gladys Wells (SEAL)

Please print or type your name below your signature

This instrument is prepared by

Rick Levinson

NAME AND ADDRESS:

5765 N. Lincoln Ave. Chicago, IL 60659

935 R

5620626

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Rick J. Levinson, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that Edward Wells and Gladys Wells

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 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 7th day of August, 1991

(Impress Seal Here)



Notary Public

Commission Expires 11/18/95  
" OFFICIAL SEAL "  
RICK J. LEVINSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP. 11/18/95

92796795

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

To