

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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93753631

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All warranties, including merchantability and fitness, are withdrawn.

DEPT-01 RECORDING
T#8888 TRAM 2383 09/21/93 09:26:00
#4376 # *--93-753631
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That Andrea Alquan
(hereinafter called the Grantor), of
1932 Farnham, Schaumburg, IL
(No. and Street) (City) (State)
for and in consideration of the sum of Two Thousand and no/100
(\$2,000.00) Dollars
in hand paid, CONVEY S. AND WARRANT S. to Larry Gipson
and Addie Gipson
of 17707 Cyprus, Country Club Hills, IL
(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 114 IN YO-NA, INC. CAMBRIDGE UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-34-230-010

Hereby releasing and waiving all right, 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

On June 30, 1993, to the order of Larry & Addie Gipson in the amount of \$2,000.00

THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR THE NUMBER OR INACCURACY OF THE NUMBER. THE CUSTOMER ACCEPTS THE RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in full when due in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due, on 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 to repair 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 of this mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force and effect until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when same shall become due and payable.

IN THE EVENT of failure 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 all money 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 _____ 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 _____ per cent per annum, shall be recoverable by the holder 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 disbursements, evidence, stenographer's charges, cost of procuring or consulting 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 the 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 said premises.

The name of a record owner is Andrea Alquan

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Recorder of Deeds

of said County is hereby appointed to be first successor in this trust; and if for any like cause and 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 naught

Witness the hand and seal of the Grantor this _____ day of _____

Andrea Alquan (SEAL)
ANDREA ALQUAN

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

(SEAL)

This instrument was prepared by FALCIONI & BRITT, P.C., 15923 Harlem Ave., Tinley Park, IL 60477
(NAME AND ADDRESS)

EXEMPT UNDER REAL ESTATE TRANSFER TAX ACT SECTION 4, PARAGRAPH E AND COOK COUNTY ORDINANCE 95104 PARAGRAPH E.
Date: 9/10/93 Signed: Robert E. Jelenovic, Atty at Law

93753631

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STATE OF Illinois
COUNTY OF Cook

ss.

I, ROBERT E. FALCIONI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREA ALQUAN

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 SHE signed, sealed and delivered the said instrument as her 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 30th day of June, 1993.

(Impress Seal Here)



Robert E. Falcioni
Notary Public

Commission Expires

COOK COUNTY CLERK'S OFFICE
RECORDS & DEEDS
100 N. WASHINGTON ST.
CHICAGO, ILL. 60602

BOX No. 93753631

SECOND MORTGAGE
Trust Deed

Andrea Alquan

TO

Larry & Addie Gipson

GEORGE E. COLE
LEGAL FORMS

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated sept, 10, 19 93

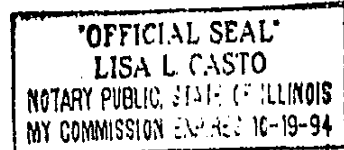
Signature: [Signature]

~~GRANTOR~~ Agent for Grantor
Robert E. Falcioni

Subscribed and sworn to before
me by the said _____
this 10 day of Sept.

19 93.

Notary Public [Signature]



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 9/10, 19 93

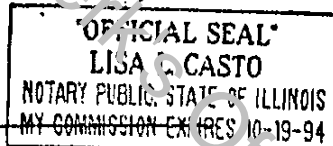
Signature: [Signature]

~~GRANTOR~~ Agent for Grantor
Robert E. Falcioni

Subscribed and sworn to before
me by the said _____
this 10 day of Sept.

19 _____

Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or AB) to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Property of Cook County Clerk's Office

ALDORENA