

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
LORENA TISDALE, a single woman
(hereinafter called the Grantor), of
10242 South Lowe Chicago, Illinois
(City and Street) (City) (State)
for and in consideration of the sum of Twenty-One Thousand
Four Hundred Forty-One and 13/00 (21,441.63) Dollars
in hand paid, CONVEY AND WARRANT to
Fannie Smith
of Hineaville, GA
(City and Street) (City) (State)

DEPT-01 RECORDING \$23.50
T#0011 TRAM 2109 06/20/96 13:49:00
\$8905 \$ RV *-96-476496
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

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:

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): 25-09-326-024 and 25-09-326-025
Address(es) of premises: 10242 South Lowe, Chicago, IL

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable to

FANNIE SMITH

4200403 4/3/3 GIT

23.50
20.00
NA

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as provided in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due, 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 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 grantor herein, and to hereby authorize 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 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 to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantor 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10% percent 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 12% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 stamps, stenographer's charges, cost of procuring or conveying 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 grantor 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 proceedings, whether decrees of sale shall have been entered or not, shall not be dismissed, nor decree 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, shall 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, and power to collect the rents, issues and profits of the same.

The name of a record owner is: LORENA TISDALE

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 Andre Smith 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to the terms and conditions of the first mortgage recorded on the same date as this deed.

Witness the hand and seal of the Grantor this 11th day of June, 1996

Lorena Tisdale (SEAL)
LORENA TISDALE

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

This instrument was prepared by Rocheile H. Jackson, Esq. (NAME AND ADDRESS)

PROPERTY OF COOK COUNTY MORTGAGE

96476496

UNOFFICIAL COPY

0000000000

Property of Cook County Clerk's Office

96476496

UNOFFICIAL COPY

STATE OF ILLINOIS, COOK COUNTY ss:

I Linda M. Perazzolo, A Notary Public in and for said county and state do hereby certify that Lorena Tisdale A single woman

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of June, 1996.

My Commission expires

[Signature]
Notary Public

LOTS 17 AND 18 IN BLOCK 43 IN EAST WASHINGTON HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

"OFFICIAL SEAL"
LINDA M. PERAZZOLO
Notary Public, State of Illinois
My Commission Expires 7/20/97

GREATER ILLINOIS
TITLE COMPANY
BOX 116

96476496

UNOFFICIAL COPY

Property of Cook County Clerk's Office