

JHM

AFFIDAVIT

JOHN HENRY RICE, JR., BEING FIRST DULY SWORN ON OATH STATES THAT HE HAS NOT TAKEN POSSESSION OF THE PREMISES COMMONLY KNOWN AS 5432 W LOUISA ST, CHICAGO IL. AS OF THIS 9TH DAY OF DECEMBER, 1985.

John Henry Rice Jr

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9TH DAY OF DECEMBER, 1985

J.P. A. Galusha

Comm Exp 10/7/86

SEAL

Return to J.H.R. Rice

NOW, THEREFORE, JOHN HENRY RICE, JR., HIS SUCCESSORS, SHALL, AT ALL TIMES INDEMNIFY AND SAVE HARMLESS THE REGISTRAR OF TITLES, COOK COUNTY, IL, AGAINST ALL LOSS OR DAMAGE TO SAME, ARISING BY REASON OF THIS POSSESSION AFFIDAVIT AND THE REGISTERING OF SAME ON THE TORRENS CERTIFICATE OF TITLE # 936248 AND IN RELATION TO PREMISES DESCRIBED THEREIN, AND ALL COSTS CHARGES DAMAGES AND EXPENSES, AND ALL CLAIMS AND DEMANDS OF EVERY KIND AND NATURE, ACTIONS, CAUSES OF ACTIONS, SUITS AND CONTROVERSIES, WHETHER GROUNDED OR OTHERWISE ARISING THEREFROM.

John Henry Rice Jr.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

TORRENŠ

ZIONIAIT

COOK

TO HAVE & ENJOY

NOTE IDENTIFIED

THIS INDENTURE WITNESSETH, That **JOHN HENRY RICE JR.**

WARRANT TO KAYAN RICE

(hereinafter called the Grantor), of

5432 W. Iowa St., Chicago, Ill.

(No. and Street) (City) (State)

for and in consideration of the sum of **SIX THOUSAND DOLLARS & NO/100** Dollars

in hand paid, CONVEY AND WARRANT to **AUSTIN BANK OF CHICAGO**

of **5645 WEST LAKE STREET, CHICAGO, ILL.**

(No. and Street) (City) (State)

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**

Above Space For Recorder's Use Only

and State of Illinois, to-wit:
**The East Half (1/2) of Lot Twenty Two (22) Block Six (6)
The West 7 Feet Of Lot Twenty Three (23) Block Six (6) in
The Subdivision of Part of the North Half (1/2) of the
Southwest Quarter (1/4) of the Southwest Quarter (1/4)
of Section 4, Town 39 North Range 13, East of the Third
Principal Meridian. KEN#16-04-319-031**

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 **COOK** principal promissory note bearing even date herewith, payable

In 23 installments of \$306.84 each and a final installment of \$306.84 beginning on Jan. 6, 1986 and continuing on the same day of each successive month thereafter until fully paid.

3182389

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and 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 rebuild 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 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 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 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 foreclosure 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 documenting 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 released 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 the said premises.

The name of a record owner is: **JOHN HENRY RICE JR.**

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

CHICAGO, TRUST 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 **6TH** day of **DECEMBER**, 19**85**

John Henry Rice Jr. (SEAL)
JOHN HENRY RICE JR.

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

This instrument was prepared by **HATTIE M. FRANKLIN, 5645 W. LAKE STREET, CHGO, ILL. 60644**
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

I, ULYSSES G. TATE JR., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN HENRY RICE JR.

MAILED TO
Rayette Rice CHICAGO, ILL.
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 HE signed, sealed and delivered the said instrument as HIS (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 6th day of December 1985

(Impress Seal Here)
Ulysses G. Tate Jr.
Notary Public

My Commission Expires September 23, 1988

IN DUPLICATE

936248

3482389

3482389

Submitted by _____
Address _____
Promised _____
Deliver cert. to _____
Address _____
Deliver duplicate to _____
Deed to _____
Address _____
Notified _____
By _____
Mr. Farnham
30 W. Washington
Chgo. Ill.
60602

BOX No. _____
SECOND MORTGAGE
Trust Deed
JOHN HENRY RICE JR.
1316 SOUTH 7TH. AVE.
MAYWOOD, ILL. 60153
TO
AUSTIN BANK OF CHICAGO
5643 WEST LAKE STREET
CHICAGO, ILLINOIS 60644

GEORGE E. COLE
LEGAL FORMS