

SECOND MORTGAGE (ILLINOIS)

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THIS INSTRUMENT WITNESSETH, that Earl Shaw married to Charlene Shaw

(hereinafter called the Grantor), of 12626 South Princeton Chicago Illinois

3773968

for and in consideration of the sum of Eleven Thousand Eighty Nine Dollars And 40/100 Dollars

I have paid, CONVEYED AND WARRANTED to Austin Bank of Chicago of 5345 West Lake Street Chicago Illinois

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

Abuse Space For Recorder's Use Only

and State of Illinois, to-wit: Lot 35 in Frank R. Ives' Resubdivision of Lot 14 (except the North 296 feet thereof) and the West half of Lot 13 (except the North 296 feet thereof) in Andrews' Subdivision of the East half of the Southwest Quarter and the Southeast fractional quarter of Section 28, North of Indian Boundary Line, Township 37 North, Range 14, East of the Third

Principal Meridian, in Cook County, Illinois on November 16, 1934, P.I.M.# 25-28-438-025

Address(es) of premises: 12626 South Princeton Chicago, Il., 60628

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 47 installments of \$254.75 each and a final installment of \$294.75 beginning on March 15, 1959 and continuing on the same day of each successive month thereafter until fully paid.

The sum of Eleven Thousand Eighty Nine Dollars and Forty Cents is payable to Austin Bank of Chicago.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed; (5) to keep all buildings now or at any time on said premises insured in compliance 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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee or Mortgagee 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 grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or be charged to purchase 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, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.4616 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 12.4616 per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same to be a lien in law on 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 this foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, geographer's charges, cost of preparing 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 decreed or not, shall not be dismissed, nor shall the same be hereof given, until all such expenses and disbursements, and the costs thereof, 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 Earl Shaw married to Charlene Shaw

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 Chicago Title And Trust Company of said County is hereby appointed to be first successor in this trust, and if for any he 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 31st day of January 1959

31st day of January 1959

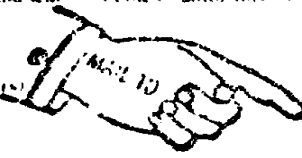
Earl Shaw (SEAL)

Charlene Shaw (SEAL)

Charlene Shaw

signing for the sole purpose of waiving homestead rights.

Please print or type names below signature(s)



This instrument was prepared by

Eattie M. Franklin, 5645 West Lake Street, Chicago, Ill.

(NAME AND ADDRESS)

30644

UNOFFICIAL COPY

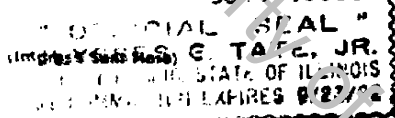
STATE OF Illinois

COUNTY OF Cook

I, Glysson G. Tate Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Earl Shaw & Charlene Shaw (His Wife)

personally known to me to be the same person 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 official seal this 31ST. day of January, 1989.



Glysson G. Tate Jr.
Notary Public

Commission Expires

3773968

Address	
City	
County	
State	
Zip	
Legal Description	
Amount	
Interest	
Term	
Notes	
Other	

89 FEB 16 PM 2:55
CAROL MURPHY REGISTERAR OF TITLES

3773968

3773968

1335217

REAL ESTATE INVEST GROUP
1230 Ridge Avenue
Evanston, IL 60201
Order # R12192

MIX No.

SECOND MORTGAGE Trust Deed

Earl Shaw &
Charlene Shaw (His Wife)
12626 South Princeton Ave.
Chicago, Illinois 60628

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Austin Bank Of Chicago
5643 West Lake Street
Chicago, Illinois 60644

GEORGE E. COLE
LEGAL FORMS