

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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ACC 20505 TP116

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THIS INDENTURE WITNESSETH, That George R. Johnson
and Linda F. Johnson Married to each other

(hereinafter called the Grantor), of
1516 N. Menard Chicago IL 60651
(No. and Street) (City) (State)
for and in consideration of the sum of
00/100 Dollars

in hand paid, CONVEY AND WARRANT to
Austin Bank of Chicago
of 5645 W. Lake St., Chicago IL 60644
(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 19 IN BLOCK ONE IN WASSELL AND BRANBERGIS NORTH AVE. SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5 ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, IL
Hereby releasing and waiving all claims under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 16-05-203-029
Address(es) of premises: 1516 N. Menard, Chicago, IL 60651

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

INTEREST
PAYABLE MONTHLY AT 2% over the base rate of Austin Bank of Chicago
with principal payable at maturity of the note.

NOTE IDENTIFIED

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided 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 or build or restore buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed thereon; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor 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 mortgage 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 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 15 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 of the Grantor, 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 15 per cent per annum, shall be recoverable by foreclosure by deed, 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, and/or incurred in behalf of plaintiff in connection with the foreclosure hereof -- including reasonable attorney's fees, outlays for documentary evidence, a surveyor'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 release hereof given, until all such expenses and disbursements, and the costs of same, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, and 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 George R. Johnson and Linda F. Johnson

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then 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 a first mortgage by Mountain States Mortgage Center Inc.

Witness the hand and seal of the Grantor this 26 day of October, 19 90

George R. Johnson (SEAL)
GEORGE R. JOHNSON

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

Linda F. Johnson (SEAL)
LINDA F. JOHNSON

This instrument was prepared by

(NAME AND ADDRESS)

V. S. McMillan 60000 North Ave
Chicago, IL 60631

UNOFFICIAL COPY

1990 DEC 10 09:12:57

CAROL L. DEBIASE
REGISTRAR OF TITLES

STATE OF Illinois
COUNTY OF Cook ss.

Nancy DeBiase

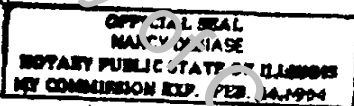
a Notary Public in and for said County of the

State aforesaid, DO HEREBY CERTIFY that George R. Johnson and Linda E. Johnson

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as 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 26th day of October, 19 90.

(Impress Seal Here)



Nancy DeBiase
Notary Public

Commission Expires

INTERCITY TITLE COMPANY OF ILLINOIS
174 WEST MADISON STREET
CHICAGO, ILLINOIS 60602

A29505

12/29/90
REPLICATE

3931570

3931570

BOX No.
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office