

# UNOFFICIAL COPY

## TRUST DEED SECOND MORTGAGE



Doc#: 0414150143  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 05/20/2004 03:14 PM Pg: 1 of 2

### This Indenture, Witnesseth

That the Grantor(s) \_\_\_\_\_

MARY JILES-BIVINS

(The Above Space For Recorder's Use Only)

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the

sum of \$ 5359.68 (FIVE THOUSAND THREE HUNDRED FIFTY NINE AND <sup>68</sup>/<sub>100</sub> Dollars) in hand paid, CONVEY S AND WARRANT S to NEW LINCOLN HOME IMPROVEMENT CO.

of the City of Chicago, County of Cook and State of Illinois and to its successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the TOWN of RIHTON PARK County of COOK and State of Illinois, to-wit: LOT 421 IN TENTH ADDITION TO BURNSIDE'S LAKEWOOD ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13,

LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS: 22636 AMY DRIVE - RICHTON PARK, ILLINOIS 60471 PERMANENT INDEX NUMBER: 31-33-206-014-0000

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(s) MARY

JILES-BIVINS justly indebted upon HER principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$148.88 EACH (ONE HUNDRED FORTY EIGHT AND 88/100 DOLLARS) BEGINNING MARCH 16, 2005.

The Grantor... covenant and agree S as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefore; (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 the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgages, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the amount 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 incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agree S to repay immediately without demand, and the name with interest thereon from the date of payment at ten 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, as ten 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 complainant in connection with foreclosure hereof - including reasonable solicitor's fees, outlays for documentary 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

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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 a release hereof given, until all such expenses and disbursement the costs of suit, including solicitor's fees have been paid. The grantor. . . . for said grantor. . . . and for the heirs, executors, administrators and assigns of said grantor. . . . waive . . . all right to the possession of, and income from, said premises pending such foreclosure proceedings. . . . and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor. . . . , or to any party claiming under said 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. In the event of the death, removal or absence from said . . . COOK . . . County of the grantee, or his refusal or failure to act, then LAWRENCE W. KORRUB . . . 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 the aforesaid covenants and agreements are performed the grantee or his successor in trust, shall release said premises, the party entitled, on receiving his reasonable charges.

Witness the hand . . . . . and seal . . . . . of the grantor. 16<sup>TH</sup> this 16<sup>TH</sup> day of MARCH, 2004

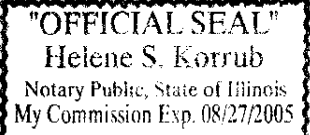
This instrument was prepared by \_\_\_\_\_ (SEAL) Mary Jiles Bivins \_\_\_\_\_ (SEAL)

State of ILLINOIS }  
County of COOK } SS.

I, HELENE S. KORRUB  
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that \_\_\_\_\_  
MARY JILES BIVINS

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

Sealed under my hand and Notarial Seal, this 16<sup>TH</sup>  
day of MARCH, 2004



Helene S. Korrub  
Notary Public

**SECOND MORTGAGE**  
**Trust Deed**  
MARY JILES BIVINS  
TO  
NEW LINCOLN HOME  
IMPROVEMENT Co.