

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

23 987 563

GEORGE E. COLE  
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH That MR. GILBERT A. MC GREGOR & JUANITA H. MC GREGOR (HIS WIFE)

(hereinafter called the Grantor), of 8818 S. ECCLESTON CHICAGO, IL 60620 (City) (State)

and in consideration of the sum of SIX THOUSAND SIX HUNDRED TWENTY FOUR ~~00~~ 00/100 dollars  
and paid, CONVEYS AND WARRANTS to WELLS FINANCE LACN CORP. (hereinafter called grantee)  
of 7545 S. COTTAGE GROVE CHICAGO, IL 60619 (City) (State)

and to his 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, air-conditioning, gas and plumbing apparatus and fixtures, and every appurtenant thereto, together with all rents, issues and profits of said premises, situated in the CITY

of CHICAGO County of COOK and State of Illinois, to-wit:  
LOT 13 IN BLOCK 3 IN COLE AND COREY'S SUBDIVISION OF LOT 9 IN ASSESSOR'S DIVISION OF THE WEST HALF OF SECTION 33 AND PART OF THE SOUTH EAST QUARTER OF SECTION 32 LYING EAST OF ROCK ISLAND RAILROAD IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 36 S. GILBERT CT. CHICAGO, IL.

### ASSIGNMENT OF RENTS & PROFITS

Grantor hereby assigns to grantee the rents, issues, and profits of the premises as further security for the payment of the obligation secured hereby, and grants to the grantee the right to enter upon the premises described for the purpose of collecting the same, and to let the premises or any part thereof, and to apply the moneys therefrom, after payment of all necessary charges and expenses, to the obligations secured by this mortgage, upon default under any of the covenants, conditions or agreements contained in this mortgage. Grantor further promises and agrees, in the event of any such default, to apy to transfer, or to any receiver appointed to collect rents, (CONTINUED BELOW)

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.

WITNES: The Grantor: MR. GILBERT A. MC GREGOR & JUANITA MC GREGOR (HIS WIFE) justly indebted upon ONE principal promissory note bearing even date herewith, payable IN FORTY EIGHT EQUAL INSTALLMENTS OF \$ 178.00 EACH INSTALLMENT. FIRST INSTALLMENT DUE ON JUNE 20th 1977 AND ON THE 20th OF EACH MONTH THEREAFTER UNTIL PAID IN FULL. FINAL PAYMENT DUE MAY 20th 1981.

### ASSIGNMENT OF RENTS & PROFITS (CONTINUED FROM ABOVE)

ISSUES, AND PROFITS OF THE PREMISES, THE FAIR and reasonable rental value for the use and occupation of the same or of such part thereof as may be in the possession of Grantor; and on default in payment of such rental, to vacate and surrender possession of the premises, or that portion thereof occupied by Grantor, to Grantee or the receiver thereof as appointed

III. 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 new or at any time on said premises, in repair, 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 first, to the first Trustee or Mortgagee, and, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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.

IV. 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 eight per cent per annum shall be so much additional indebtedness secured hereby.

V. In the event of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, in being 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 eight 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.

VI. 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, months for documentary evidence, stenographer's charges, cost of printing 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 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: MR. GILBERT A. MC GREGOR & JUANITA H. MC GREGOR (HIS WIFE) IN THE EVENT of the death or removal from said CHICAGO County of the grantee, or of his resignation, refusal or failure to act, then RECORDER 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 to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the Grantor on this 20th day of MAY, 1977

*Gilbert A. Mc Gregor* (SEAL)  
*Juanita H. Mc Gregor* (SEAL)

This instrument was prepared by J. ZITE 7545 S. COTTAGE GROVE CHICAGO, IL. 60619 (NAME AND ADDRESS)

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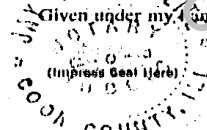
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10.10

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, JAY WELER ZITE, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that GILBERT A. MC GREGOR & JUANITA H. MC GREGOR personally known to me to be the same person s whose name s 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 a 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 a notarial seal this 20th day of MAY, 19 77.  
  
Notary Public

Commission Expires 10/30/79

10.00 MAIL



23987563

BOX No.

SECOND MORTGAGE  
Trust Deed

GILBERT A. JUANITA MC GREGOR  
8818 S. EGLESTON  
CHICAGO, ILL. 60620  
PROPERTY AC 8434 & GILBERT CT.  
TO

WELER FINANCE LOAN CORPORATION  
7545 S. COTTAGE GROVE  
CHICAGO, IL. 60619

WELER FINANCE CORPORATION  
7545 S. COTTAGE GROVE AVE.  
CHICAGO, ILLINOIS 60619

GEORGE E. COLE  
LEGAL FORMS