

This Document Prepared By: Theresa Horist 4000 W. North Chicago, IL. (21) 27-32675

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TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Nellie P. Evans a/k/a Nellie M. Evans

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Four thousand seven hundred ninety-one & 60/100 Dollars

hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

of the City of Chicago County of Cook and State of Illinois

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, gas and plumbing apparatus and fixtures, and everything 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:

The South twelve (12) feet of Lot two (2) and the North eight

and one tenth (8-1/10) feet of Lot three (3) in the North half

of Block eight (8) in Jennings and Moffett's Subdivision of the

South sixty (60) acres of the East half of the South West

quarter of Section ten (10) Township thirty eight (38) North

Range fourteen (14) East of the Third Principal Meridian, excepting

from said premises the West twenty nine (29) feet thereof

conveyed to Chicago and South Side Rapid Transit Railroad Company,

in Cook County, Illinois.

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 Nellie P. Evans a/k/a Nellie M. Evans

justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 60 successive monthly instalments each of 79.86 due

on the note commencing on the 6th day of May 1984, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 or before the first day of June in each year, to pay to the trustee...

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 note, 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 all money so paid, the grantor...

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 seven 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 the 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 the grantor... All such expenses and disbursements shall be an additional lien upon said premises, and shall be paid 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 disbursements, and 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 of his refusal or failure to act, then

Joan J. Behrendt... 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 hand and seal of the grantor this 22nd day of March A. D. 19 84

Nellie P. Evans (SEAL)

A.K.A. Nellie M. Evans (SEAL)

(SEAL)

(SEAL)

State of Illinois
County of Cook } 55.

I, the undersigned
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Nellie P. Evans a/k/a Nellie M. Evans

personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he 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 Notarial Seal, this 22nd
day of March A. D. 19 84

Buelmer Radoguz
Notary Public.

Property of Cook County Clerk's Office

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MAR-29-84 862778 27023620 A - REC 10.00

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Box No. 22
SECOND MORTGAGE
Trust Deed

R.D. McGLINN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

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