

This Document Prepared By: Christy Brutlag 4000 W. North Chicago, IL 60639

27-33187

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27218717

This Indenture, WITNESSETH, That the Grantor (s) Willie A. Davis, and Sebronella Davis, his wife, A/K/A Sebronella Howard

the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Seventy five hundred eighty six and 64/100 Dollars in 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 every thing 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:

Unit 3 in 5030-38 South Drexel Boulevard Condominium as delineated on a survey of the following described real estate: Lot 8 in Resubdivision of Block 7 in Drexel and Smith Subdivision of the North Half (1/2) of the Northwest quarter (1/4) of Section 41, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 24757509 and amended by Document No. 24986278 together with its undivided percentage in the common elements.

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) Willie A. Davis and Sebronella Davis, his wife, A/K/A Sebronella Howard justly indebted upon one principal promissory note bearing even date herewith, payable to Hanrahan Home Improvements and assigned to Pioneer Bank & Trust Company, and payable in 36 successive monthly instalments each of 210.74 due on the note commencing on the 5th day of Sept. 19 84, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to an 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; (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 water on 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 to the holder of the first mortgage indebtedness, with low clause attached payable first, to the first Trustee or Mortgagee, and second, 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 times 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 all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 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, 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 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 18th day of July, A. D. 19 84. (Signatures of Willie A. Davis, Sebronella Howard, and Sebronella Davis)

UNOFFICIAL COPY

State of Illinois
County of Cook } 1984

AUG-17-84 940098 27218717 A - REC 10.00

I, CAROLYN J. HARTMANN
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
WILLIE A. DAVIS
SEBRONELLA DAVIS
personally known to me to be the same person as 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 Notarial Seal, this 18th
day of July, A. D. 19 84.
Carolyn J. Hartmann
Notary Public.

Property of Cook County Clerk's Office

17 AUG 84 1:28

10.00

Box No. 22
SECOND MORTGAGE
Trust deed
.....
R. D. McGLYNN, Trustee
.....
THIS INSTRUMENT WAS PREPARED BY:
Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639
.....

27 218 717
0451 PB 1540

END OF RECORDED DOCUMENT