

UNOFFICIAL COPY

RECD IN BAD CONDITION

1 27-33486

This document prepared by: Cindy M. Johnson 4000 W. North Ave. Chicago, Illinois 60639

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27282619

This Indenture, WITNESSETH, That the Grantor (s) James Burton Jr. and Carroll Burton a/k/a Willie Carroll Burton

of the City of Maywood, County of Cook, State of Illinois
for and in consideration of the sum of Seven Thousand Six Hundred Sixty-Five and 60/100 Dollars
in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee
of the City of Chicago, County of Cook, 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 Maywood, County of Cook, State of Illinois, to-wit:
Lot 70 in Cummings and Foreman's Real Estate Corporation Madison and
17th Avenue Subdivision of North East 1/4 of Section 13, Township 38
North, Range 12, East of the Third Principal Meridian, 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 (s) James Burton Jr. and Carroll Burton a/k/a Willie Carroll Burton
justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 48 successive monthly installments of each of \$159.70, due
on the note commencing on the 28th day of October 1984, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

The Grantor... does and agrees... as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth, as 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 and premium... and to 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 property shall be abated and removed; (5) that the Grantor shall be liable for all expenses incurred in repairing, maintaining and preserving the property and shall be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, on first notice of damage; and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all premiums on all insurance policies, and to pay all taxes and assessments on all property owned by the Grantor, and (7) to pay all costs and expenses of collection, including attorney's fees, and to pay all costs and expenses of defense in any action brought against the Grantor by reason of any claim or cause of action arising out of the making of this instrument.

In the event of a breach of any of the aforesaid covenants or agreements, or of any of the terms and conditions hereof, the Grantor shall be liable for the payment of all legal expenses, including attorney's fees, incurred by the Trustee in the enforcement of any of the terms and conditions hereof, and with interest thereon from time of such breach, at seven per cent, per annum, and for recoverable by foreclosure thereof, by suit at law, or both, the same as if all said indebtedness had then matured by express terms.

In the event of a sale of all or any part of the property herein described in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, Notary's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosed decree and costs of recording same, and all other expenses and disbursements that may be incurred in connection with the foreclosure hereof, including reasonable administration and expenses 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 of foreclosure 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, issue and profits of 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 and 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 so-called, as receiving the reasonable charges.

Witness the hand and seal of the grantor(s) this 13th day of September A.D. 1984

X *James Burton Jr.* (SEAL)
X *Carroll Burton AKA* (SEAL)
X *Willie Carroll Burton* (SEAL)
..... (SEAL)

UNOFFICIAL COPY PRINTED IN BAD CONDITION

State of Illinois
County of Cook } 55.

25-11-48 1904
RECEIVED

I, Mary Jo Berkley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
James Burton TRWILLIERSER Burton

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she 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.

Gave under my hand and Notarial Seal, this 13th.....
day of September A.D. 19 84.

Mary Jo Berkley
My Office 8/4/85 Notary Public.



11-1007 963206 27282619 A - REC 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

27282619

0451 PB

END OF RECORDED DOCUMENT