

This Document Prepared By: Theresa Horist, 4000 W. North Chicago, IL 30639 5
27286832

TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor (s) Estelle Ratliff and Myrtle Norman

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Eight thousand three hundred nine and 28/100 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 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: Lots One (1) and Two (2) in W.H. Little's Resubdivision of Block Five (5) in Fernwood Park Subdivision of the East quarter of the South West quarter of Section Nine (9), Township Thirty-seven (37) North, Range Fourteen (14), 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) Estelle Ratliff and Myrtle Norman justly indebted upon one principal promissory note, bearing even date herewith, payable

payable in 84 successive monthly installments each of \$89.22 due on the note commencing on the 19th day of October 1984, and on the same date of each month thereafter, until paid, with interest at maturity at the highest lawful rate.

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, in 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, acquired, assessed, or imposed, 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 now or at any time on said premises insured in companies to be chosen 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 second, to the Trustee herein or their interests may appear, which policies shall be left and remain with the said Mortgagees 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 same shall become due and payable.

In the Event of failure to insure, or pay taxes or assessments, or of 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 agree 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 accrued 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 fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree 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, assessed and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be stayed or postponed but 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 Trustee, executor, administrators and assigns of said grantor, waive all right to the possession of, or 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 perform, Joan J. Behrendt of said County is hereby appointed to be first successor in this trust, and for any like cause said first successor (or if 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 4th day of September, A. D. 19 84

+ Myrtle Norman (SEAL)
+ Estelle Ratliff (SEAL)
(SEAL)
(SEAL)

27286832

UNOFFICIAL COPY

EMBED IN BAD CONDITION

State of Illinois }
County of Cook } 555.

I, *M. Ralph Barbary*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Estelle Rollitt & *Myrtle Kellan*

personally known to me to be the same person *S*, whose name *S* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *E*he *Y*signed, sealed and delivered the said instrument as *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 *4th* day of *September*, A. D. 19*84*.

M. Ralph Barbary
Notary Public

62 57 98 100 6

807-984 965106 27286332 A - 85 10.00

Box No. 22

SECOND MORTGAGE

Trust deed

TO
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

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END OF RECORDED DOCUMENT