

UNOFFICIAL **COPY**

This Instrument prepared by W. Scott Reed, Pioneer Bank, 4000 N. North Ave. Chicago, IL 60639

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27344865

This Indenture, WITNESSETH, That the Grantor Bennie L. Reed and Lovie B. Reed and Esther Jones

of the City of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of Four thousand one hundred twenty-six and 32/100. 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:

Lot 9 in Block 5 in Thomas J. Diven's Subdivision of West 1/2
of South 1/4 of Southwest 1/4 and East 1/2 of Northwest 1/4 of
Southwest 1/4 of Section 2, Township 39 North, Range 13, 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. Bennie L. Reed and Lovie B. Reed and Esther Jones
justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 36 successive monthly instalments each of \$114.62 due
on the note commencing on the 22nd day of December 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 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 selected by the grantor herein, who is hereby authorized to collect such insurance in compensation to him for the amount of the premium so paid, and to cause attached payable to the trustee or trustees, and to assign to the trustee herein as his interest in said premises, which same shall be left and remain with the said Mortgagors or Trustees until the debt is fully paid; (6) to pay all prior imbecilities, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the prior imbecilities or the interest thereon when due, the grantee or 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 imbecilities and the interest that may be due thereon, and all expenses and disbursements so incurred by him, to be paid by the grantor, 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 proceedings, or by suit, and the same with interest thereon to be paid by the grantor.

In witness by the grantor . . . that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitors 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 grantor or any holder of any part of said indebtedness, as it may be paid, or by any other person, may be compelled to defend, or to satisfy any claim or demands made against him, and included in any decree that may be rendered in such foreclosure proceeding, 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 . . . is 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 said Trust Deed, the contents of such bill is filed and attached to the original bond of this instrument . . . or to any party claiming under said grantor . . . appoint a receiver to take possession of, 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 any heir, executors and first successor in law to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be first successor in this trust; and if for any reasonable charge.

Witness the hand . . . and seal . . . of the grantor . . . this 7th day of November

A. D. 1984

X Bennie Reed
X Lovie Reed
X Esther Jones

(SEAL)

(SEAL)

(SEAL)

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RECEIVED IN BAD CONDITION

State of ... Illinois }
County of ... Cook } 555.

I, *Patricia Muszynsky*,
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Blanche REED, Louise REED, and Esther JONES,

personally known to me to be the same person whose name I subscribed to the foregoing
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 7th
day of September A.D. 1981. *Patricia Muszynsky*, Notary Public.

REC'D : 01 NOV 1984

00-21-84 966934 27344865 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

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END OF RECORDED DOCUMENT