

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY DEBORAH J. HOLSMAN, 4000 W. NORTH AVENUE, CHICAGO

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85066315 85066315-34PSD

This Indenture, WITNESSETH, That the Grantor Jimmy Lee Woods and Carol Woods, his Wife

Property Address: 1208 W. 97th Street of the City of Chicago, County of Cook, and State of Illinois.

for and in consideration of the sum of Four thousand six hundred forty-six and 40/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLINN, 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: Lot 27 in Block 6 in E. A. Cummings Subdivision of the West 1/2 of Block 2 and all of Blocks 3, 6, 7, and 10 in Hilliard and Dobbin's Resubdivision of that part of Blocks 1 and 2 in Hilliard and Dobbin's P.C. Addition to Washington Heights lying North of the Washington Heights Branch Railroad being in the East 1/2 of the North West 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #25-08-109-037

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 Jimmy Lee Woods and Carol Woods, his Wife justly indebted upon one principal promissory note, bearing even date herewith, payable

payable in 60 successive monthly installments each of \$77.44 due on the note commencing on the 26th day of JULY 1985, 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 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 on said premises shall not be committed or suffered, (5) to keep all buildings 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 loss clause attached payable 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 present and future taxes, 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 incumbrances or the interest thereon when due, the grantor 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, 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 proceedings, whether decree of sale shall have been entered or not, shall not be deemed to be 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 a 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 grantor, 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 grantor 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 11th day of JUNE A.D. 19 85

Jimmy Lee Woods (SEAL)
Carol Woods (SEAL)

BOX 22

0431

85066315

State of Illinois }
County of Cook } 85.

I, _____ the undersigned _____
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Jimmy Lee Woods and
Carol Woods, his Wife
_____ personally known to me to be the same person s whose name s are _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that the y 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.

Gave under my hand and Notarial Seal, this 11th
day of JUNE A. D. 19 85.

Budimir Radog
Notary Public.

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 1321 06/19/85 11:11:00
#6684 # A *-85-066315

61899898

Ins. 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