

# UNOFFICIAL COPY

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

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85109096

This Indenture, WITNESSETH, That the Grantor Sam Hampton 85109096

Property Address: 5707 S. Sangamon

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 P.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:

Lot 16 in Block 3 in John Walker's Subdivision of the Southeast Quarter of the Northeast Quarter of Section 17, Township 38 North, Range 14, East of the

Third Principal Meridian, in Cook County, Illinois.

P.R.C.L. #20-17-221-002 Q.D.

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 SAM HAMPTON

justly indebted upon one bearing even date herewith, payable

payable in 60 successive monthly installments each of 77.44 due on the note commencing on the 2nd day of August 19 85, 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 so indicated, time of payment; 2. To pay (a) to the first day of June in each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor; (b) within sixty days after destruction or damage, to rebuild or restore all buildings or improvements on said premises that have been destroyed or damaged; (c) that waste to said premises shall not be committed or suffered; (d) to keep all buildings now or at any time on said premises insured in compliance with the policy selected by the grantee herein, who is hereby authorized to place such insurance, in such policy 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 as their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (e) to pay all past, present, and future taxes, and the interest thereon, at the time or times when the same shall become due and payable.

3. In the event of failure to insure, or pay taxes or assessments, or the price of rebuilding 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 of parties, any lien or title affecting said premises or any part thereof, 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 percent per annum, shall be so much additional indebtedness secured hereby.

4. In the event of a breach of any of the above 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 percent per annum, shall be recoverable by foreclosure thereof, by suit at law or both, the same as if all said indebtedness had then matured by express terms.

5. It is further agreed that all expenses and disbursements paid or accrued in behalf of complainant in connection with the foreclosure hereof include: (a) reasonable attorney's fees and costs for documentary evidence, surveyor's charges, cost of recording or completing abstract showing the whole title of said premises, including foreclosing deed; (b) all 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; (c) All such expenses and disbursements shall be an additional lien upon said premises, which shall be used 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, for a purpose hereof, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and the heirs, executors, administrators and assigns of said grantor, shall have 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 receipt therefor.

Witness the hand and seal of the grantor this 13th day of July A. D. 19 85

Sam Hampton

(SEAL)

(SEAL)

(SEAL)

(SEAL)

BOX 22

85109096

# UNOFFICIAL COPY

State of Illinois  
County of Cook } 595.

I, the undersigned  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
Sam Hampton  
personally known to me to be the same person whose name is subscribed to the foregoing  
instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument  
as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

(Signature) under my hand and Notarial Seal, this 15th  
day of July A. D. 19 85.

*[Signature]*  
Notary Public

My Commission Expires Feb. 27, 1986

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
#41111 TRAN 8732 07/19/85 10:59:00  
#7758 #A \*35-109096

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

85109096

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