

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

85117532 27-35077

This Indenture, WITNESSETH, That the Grantor Alpha E. McDonald and Elvie M. McDonald, his Wife

Property Address: 11577 S. La Salle 85117532
City Chicago County of Cook and State of Illinois

for and in consideration of the sum of Three thousand five hundred fifty-seven & 40/100 Dollars in hand paid, CONVEY AND WARRANT unto R.D. McGLYNN, Trustee

of the City 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 Chicago County of Cook and State of Illinois, to-wit:
Lot 47 and the South 1/2 of Lot 48 in James M. Davis Addition to Pullman, a Subdivision of Blocks 1 and 2 in Allen's Subdivision of the West 49 acres of the East 1/2 of the Southeast 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

R.E.1. #25-21-405-028 RP

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 Alpha E. McDonald and Elvie M. McDonald, his Wife justly indebted upon Grant principal promissory note, bearing even date herewith, payable

payable in 60 successive monthly installments each of \$59.29 due on the note commencing on the 3rd day of SEPT. 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, said on demand to exhibit receipts therefor; (3) Within sixty days after destruction of damage to rebuild or replace all buildings, improvements and 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 accordance to be selected by the grantor herein, who is hereby authorized to place such insurance in compliance 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 left and remain with the said Mortgagee or Trustee 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 the prior incumbrances or the interest thereon, or to pay 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 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, plus as much additional indebtedness secured hereby.

In the event of a breach of any of the foregoing 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 percent 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 foreclosing hereof - including reasonable attorneys fees, including for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title, 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 his heirs, assigns, or any part of said indebtedness, 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 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 executor'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 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 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 19th day of JULY, A.D. 1985

Alpha E. McDonald (SEAL)
Elvie M. McDonald (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

State of Illinois
County of Cook } 55.

I, the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alpha E. McDonald and
Elvie M. McDonald, his Wife

personally known to me to be the same persons whose names 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.

GIVEN under my hand and Notarial Seal, this 19th
day of JULY A. D. 1985

[Signature]
Notary Public
12/2/88

85117532

DEPT-91 RECORDING
\$11.99
#1772 # B * 85-117532
TRAN 1241 07/25/85 10:36:00

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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