

UNOFFICIAL COPY

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

8 5 1 3 3 4 4]
~~200~~ 27-35160

TRUST DEED—SECOND MORTGAGE FORM, ILLINOIS

This Indenture, WITNESSETH, That the Grantor, Beatrice Robinson, 85138441
Property Address: 10121 S. Calhoun

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Nine thousand four hundred one 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 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:
The North 19.75 feet of Lot 31 and Lot 32 (except the North 8.5 feet
thereof), in Block 25 in Calumet Trusts Subdivision of Section 12,
both north and south of the Indian Boundary Line, in Township 37
North, Range 14, East of the Third Principal Meridian and Fractional
Section 7, North of the Indian Boundary Line, in Township 37 North,
Range 15, East of the Third Principal Meridian, according to plat
thereof recorded December 30, 1925, as Document 9,137,462, in Cook
County, Illinois.
P.R.E.I. #25-12-422-043

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.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Beatrice Robinson

payable in .84 successive monthly instalments each of \$111.92 due
on the note commencing on the 15th 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, _____, do hereby agree as follows: (1) To pay and indebtedness, and the interest thereon, as it accrues, and in said notes provided, or according to any agreement respecting time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments levied on and imposed on the property described in the notes; (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, so that they are used or premises shall not be discontinued or suffered; (4) to keep all buildings now or at any time on said premises 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy shall be the last and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) to pay

all prior indebtedness, and the interest thereon at the time or times when the same shall become due and payable, and the principal and interest thereon when due, or the amount of any tax or other charge affecting said premises or any part thereof from time to time, and all money so paid, the grantor, agrees to pay immediately without demand, and the same with interest from the date of payment at seven percent per annum.

In the event of the bankruptcy of any of the aforesaid corporations or partnerships, the whole of said indebtedness, including principal and all accrued interest shall, at the option of the

In the Event of Breach of any of the aforementioned covenants or agreements, the whole of said indebtedness, including principal and all ear and interest thereon, shall, at the option of the holder, be declared due and payable forthwith from time of such breach, at seven per cent, per annum, shall be recoverable by legal action, if necessary, and all costs, charges and expenses, including reasonable attorney's fees, incurred in recovering the same.

foreclosure thereof, or by suit at law, or in the same as if all said indebtedness had then matured by express terms. It is agreed by the parties hereto, that all costs of suit, and expenses of collection in connection with the foreclosed property — including reasonable solicitors' fees, and expenses for documentary stamp, attorney's, court, and printing, and other legal expenses, including the whole title of said premises, and all ensuing foreclosure documents — and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any note or of said indebtedness — shall be paid by the grantee . . . and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any note or of said indebtedness — shall be paid by the grantor . . . All such expenses and disbursements shall be an additional item upon said premises, shall be paid by said costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be discharged, but a release of the same shall be given to the grantee, or his assignee, or to the holder of the note, or to the trustee, or to the receiver, or to the sheriff, or to the executors, administrators and a wife of said grantor . . . waive . . . all right to the recovery of, and income from, said premises, except such foreclosed property and interest therein, as the same may be held by the grantee, or his assignee, or to the holder of the note, or to the trustee, or to the receiver, or to the sheriff, or to the executors, administrators and a wife of said grantor . . . , 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 and against him, 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
reasonable charges.

Witness the hand and seal of the grantor this 1st day of AUGUST A.D. 1885

X Beatrice Robinson

...A. B. 1904

..... (SEAL)

• 100 •

BOX 22

UNOFFICIAL COPY

State of Illinois

} 55.

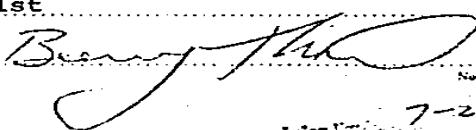
County of Cook

I, the undersigned

a Notary Public in and for said County, in the State aforesaid, do certify that Beatrice Robinson

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

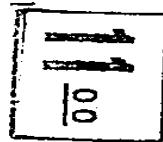
Oswalt under my hand and Notarial Seal, this 1st
day of AUGUST, A.D. 1985.



Notary Public

7-26-85

My Commission No.



RECEIVED
RECORDED

#2058 #11-#85-1358441
T#2222 TRN# 1126 08/08/85 10:52:00
DEPT OF RECORDING S11.00

Recd No. 22

SECOND MORTGAGE

URIST DRY

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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