

UNOFFICIAL COPY

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

308

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85149274

27-35205

This Indenture, WITNESSETH, That the Grantors, William Miller and Mary Edna Miller, his wife

Property Address: 3518 W. Polk

of the City of Chicago, County of Cook, and State of Illinois

for and in consideration of the sum of Nine hundred eighty three 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 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 13 in Henry Vance's Subdivision of Lots 25 to 48, both inclusive, in Block 16 in Cummings and Company Central Park Avenue Addition, being a Subdivision of part of the South East quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, according to plat thereof recorded April 21, 1909 as Document 4362170 in Cook County, Illinois and commonly known as 3518 West Polk Street, Chicago, Illinois.

P. R. E. I. #16-14-408-034

ja

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 Grantors, William Miller and Mary Edna Miller, his wife, justly indebted upon one bearing even date herewith, payable

payable in 12 successive monthly instalments each of \$1.94 due on the note commencing on the 1st day of September 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 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 grantee or Trustee, 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 policies shall be kept 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 when due, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or perform 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 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 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 foreclosure hereof—including reasonable attorney fees, outline 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 grantee or mortgagee 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 solicitor's fees have been paid. The grantor, for said grantee, 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 or decree in 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, cause 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 receiver in this trust; and if for any like cause said first receiver fail or refuse to act, the person so named shall then be the acting Receiver of Deeds of said County is hereby appointed to be second receiver 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 grantors, this 7th day of August, A. D. 1985

(SEAL)
Mary Edna Miller
(SEAL)
(SEAL)
(SEAL)

BOX 22

85149274

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
William Miller and Mary Edna Miller, his wife
personally known to me to be the same person s whose names are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they 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 7th
day of August A. D. 19 85

Eileen M. Ideaney
Notary Public.

My Commission Expires April 13, 1988

DEPT-01 RECORDING \$11.00
T#1111 TRAN 5725 08/16/85 10:41:00
#8266 #A * -85-149274

85149274
Property of Cook County Clerk's Office

Bar No. 22

SECOND MORTGAGE

Trust deed

TO
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
2400 W. North Ave.
Chicago, Illinois 60639

0451 PB