

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY: BETTY D. SELL, 4800 W. NORTH AVE., CHICAGO

88151239 1 2 3 9

27-35266 B00

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Theresa Knox and Michelle D. Knox  
Property Address: 4940 S. St. Lawrence Ave.

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Seven thousand three hundred eighty-six 696/100-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  
City of Chicago County of Cook and State of Illinois, to-wit:  
Lot 7 in Pearce's 2nd Addition to Chicago in the Northeast quarter of  
Section 10, Township 38 North, Range 14 East of the Third Principal  
Meridian  
P.R.E. #20-10-218-031W

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.

WITNESSETH, The Grantor Theresa Knox and Michelle D. Knox  
justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 84 successive monthly installments each of \$87.94 due  
on the note commencing on the 5th day of Oct. 1985, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

The GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as 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 that may hereafter be 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 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, in 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 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 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 the 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 proceedings including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of securing or completing abstracts showing the whole title of said premises, including foreclosure decrees, shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of 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 interest thereon 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor and Michelle D. Knox, her heirs, executors, administrators and assigns of said grantor waive all right in the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill or petition 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 the 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 satisfying his reasonable charges.

Witness the hand and seal of the grantor this 14th day of August A. D. 1985

Theresa Knox (SEAL)  
Michelle D. Knox (SEAL)  
(SEAL)  
(SEAL)

Box 22

88151239

# 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 Theresa Knox and Michelle D. Knox  
personally known to me to be the same person, whose name s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a 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 14th  
day of August A. D. 19 85

*Burdette Roslog*  
Notary Public

Property of Cook County Clerk's Office

DEPT-31 RECORDING \$11.00  
7#1111 TRAN 6076 08/19/85 10:14:00  
#8831 # A \*-85-151239

Box No. 27

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

85151239

11 00

0451 PB