

## UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85253643 = 2 5 3 2 4 1  
27-35774

This Indenture, WITNESSETH, That the Grantor Cornelius Coleman and Carrie Coleman, his Wife

Property Address: 4463 S. Princecon

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

for and in consideration of the sum of Five thousand four hundred forty-five & no/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 19 in Block 7 in Van H. Higgins Subdivision of the 25 acres South of and adjoining the North 60 acres of the South East Quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

P.R.E.I. #20-24-416-014 as

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 Cornelius Coleman and Carrie Coleman, his Wife

justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 60 successive monthly installments each of \$90.75 due on the note commencing on the 6th day of DEC., 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 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 grants 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 acceptable to the holder of the first mortgage indebtedness, with loss clause attached, payable first, to the first Trustee or Mortgagor, and, second, to the Trustee herein as the interest may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior encumbrances 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 encumbrances 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 encumbrances 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 at the rate from the date of payment at seven per cent, per annum, shall be as much additional indebtedness incurred hereby.

In the Event of a breach of any of the aforesaid 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 per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same or all of said indebtedness had then matured by express terms.

If it appears by the grantor that all expenses and disbursements paid or incurred in behalf of claimant in connection with the foreclosure thereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, advertising foreclosure decree—shall be paid by the grantor, and 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. All such expenses and disbursements shall be an additional item upon said premises, shall be paid in cash 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 discontinued, 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 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 County of the grantee, or of his refusal or failure to act, then Jcan 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 successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 22nd day of OCTOBER A.D. 1985.

Cornelius Coleman

(SEAL)

Carrie Coleman

(SEAL)

(SEAL)

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State of Illinois  
County of Cook }  
{ SS.

I, Maurice Brown

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Cornelius Coleman  
and Carrie Coleman, his Wife

personally known to me to be the same persons whose name s 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 theirs sole and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Signed under my hand and Notarial Seal, this ..... 22nd  
day of OCTOBER, ..... A.D. 19, 85.

Maurice Brown

Notary Public



#9011 \* 4 - 85-253641  
DEPT-Q1 RECORDING  
T#1111 TRAN 5615 10/25/85 10 59 09  
JUL 30 1985

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For No. ....

SECOND MORTGAGE

Will Smith

TO  
R.D. McGINN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

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