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27-36226

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor **Walter R. Moore**
Property Address: **246 S. 32nd Avenue**

of the City of **Bellwood**, County of **COOK**, and State of **Illinois**
for and in consideration of the sum of **Two thousand five hundred seventy-six & 64/100** 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 appertenant thereto, together with all rents, issues and profits of said premises, situated

in the City of **Bellwood**, County of **Cook**, and State of **Illinois**, to-wit:

**Lot 11 in Sunrise Builders, Inc., resubdivision of Lots 1 to 22, both inclusive, Lots 25, 26, 27, 32, 33, 34 and 35 together with the East and West vacated alley lying north of and between the East and West vacated alleys, all lying north of and between the East and West vacated alleys, beginning at a point on the east line of said Lot 11, 50.20 feet west of the North point of the east line of said Lot 11, 560.0 feet west of a point which is 62.00 feet west of the east line of said Lot 6; thence south easterly to the north east corner of aforesaid Lot 6) also that part of vacated 32nd Avenue lying south of a line parallel with and 253.0 feet south of the line of Grant Avenue and north of the line parallel with and 534.77 feet south of the south line of Grant Avenue, all in Henry Ulrich's addition to Bellwood being a subdivision of that part of the south 1/2 of the northeast 1/4 north of St. Charles Road, and west of and adjoining 20 acres subdivided by Jacob Glos, in Section 9, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
P.R.E.I. #15-09-202-041**

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 **Walter R. Moore** justly indebted upon **one** principal promissory note, bearing even date herewith, payable

payable in **48** successive monthly instalments each of **\$53.68** due on the note commencing on the **2nd** day of **FEB**, **1986**, and on the same date of each month thereafter, until paid, with interest at maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 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 time of such breach, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 of said indebtedness including reasonable solicitor fees, outlays 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 any holder 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 grantor and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 **16th** day of **December**, A. D. 19 **85**
X Walter R. Moore (SEAL)

(SEAL)
(SEAL)
(SEAL)

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Box 28

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

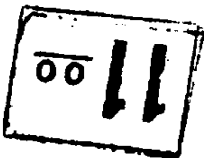
Trust Bank

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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0451 PB

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAM 5012 12/23/85 11:08:00
#8302 # * 85-334787

My Commission Expires Oct. 26, 1987

Notary Public

Carissa R. Moore

day of *December* A. D. 19 *85*

I, *Carissa R. Moore*, under my hand and Notarial Seal, this *16th*

as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument personally known to me to be the same person whose name subscribed to the foregoing

a Notary Public in and for said County, in the State aforesaid, by my truly Certified that *Carissa R. Moore*

State of Illinois }
County of Cook }
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