

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Michael R. Anast. and Diane Anast. A/K/A.....

Diane Weyer, his wife

Property address: 5219 S. Menard

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

for and in consideration of the sum of Three thousand four hundred two and 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 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:

Lot 40 (except the South 11 1/2 feet thereof) & Lot 41 (except the North 2 feet thereof) in Block 13 in Crane Archer Avenue Home Addition to Chicago, being a Subdivision of the South East quarter North of Archer Avenue in Section 8, Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County Illinois P.R.E.I. #19-C6-412-108

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 Michael R. Anast and Diane Anast A/K/A Diane Weyer, his wife

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

payable in 18 successive monthly installments each of \$189.00 due

on the note commencing on the 4th day of May 1986 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 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 grantor 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 other 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 Assented by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foregoing herein including reasonable solicitor's fees, outlays for the necessary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, on bearing foreclosure decree 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 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 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 existing 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 grantor, 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 grantor 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 20th day of March A. D. 1986

Michael R. Anast (SEAL)
Diane Anast (SEAL)
A.K.A. Diane Weyer (SEAL)

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Box No. 22

SECOND MORTGAGE

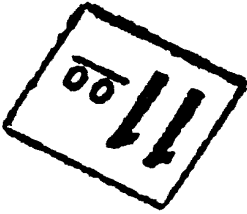
Trust Bank

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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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 5543 03/24/86 11:07:00
#8587 # * -86-112081

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I, the undersigned
a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Michael R. Anast and Diane Anast
A/K/A Diane Meyer, his wife
personally known to me to be the same person whose name is
instrument, appeared before me this day in person, and acknowledged that the X signed, sealed and delivered the said instrument
in their free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this 28th day of March, A. D. 19 86
Notary Public
My Commission Expires Jan. 10, 1989

0451 PB