

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor David Earl Morgan

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

for and in consideration of the sum of Twenty Three Thousand Five Hundred Three and 20/100 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 23 and 24 in Block 44 in West Pullman in the West 1/2 of the Northeast 1/4 and the Northwest 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. 25-28-131-029 Property Address: 12258 S. Stewart

88496057

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 David Earl Morgan

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 279.80 each until paid in full, payable to

Acc Remodeling Company and assigned to Pioneer Bank and Trust Company

DEPT-01 T#4444 TRAN 3206 10/27/88 15:11:00 #7344 # D *-88-496057 COOK COUNTY RECORDER \$12.00

THE GRANTOR covenant and agree 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 on this and premises, and on demand to exhibit receipts therefor, 3. Within sixty days after destruction or damage to buildings or improvements on said premises, to cause same to be repaired or replaced, or to cause same to be destroyed or damaged, 4. That waste on said premises shall not be committed or suffered, 5. To keep all buildings or improvements 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 and trustee, 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 of the interest thereon when due, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or the prior incumbrances of the interest thereon from time to time, and all money so paid, the grantor agrees to pay 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 above covenants or agreements, the whole of said indebtedness, including principal and 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 in equity as to all of said indebtedness then then existing in express trust. It is Agreed by the grantor that all expenses and disbursements, paid or incurred in behalf of or in connection with the foregoing, including reasonable attorneys fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstracts of showing the whole title of said premises embracing first mortgage, 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 proceedings, whether foreclosure or not, shall not be deemed not a relative heretofore given, until all such expenses and disbursements, and the costs of suit, in and after said foreclosure have been paid. The grantor, for said grantor, by the heirs, executors, administrators and assigns of said grantor, waive all right in the possession of, and the enjoyment, 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 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 charge.

Witness the hand and seal of the grantor this 16th day of August A. D. 1988.

David Earl Morgan

12.00

88-496057

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But No. 22

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

Property of Cook County Clerk's Office

State of Illinois }
County of Cook } ss.

I, *Kella Rogers*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *DAVID EARL MORGAN*

personally known to me to be the same person whose name *DAVID EARL MORGAN* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as 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 *16th* day of *August*, A. D. 19 *89*

Kella Rogers
Notary Public

88-496057