

UNOFFICIAL COPY

32-42650 CK

This Indenture, WITNESSETH, That the Grantor James R. Patton and Regerlene Patton  
wife and Dean C. Flagler

88152723

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

for and in consideration of the sum of Seventeen Thousand Two Hundred Eight and 48/100 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 Seventeen (17) in Cornell's Subdivision of Block 11 in Freer's Subdivision (as receiver) of the East half of the South West quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, P.R.E.I. #20-22-309-036 TP FRO  
Property Address: 6840 S. Prairie

DEPT-01 \$12.00  
TRM 1747 04/13/88 09:50:00  
42654 # 13-152723  
COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In the st. nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor's James R. Patton and Regerlene Patton, his wife and Dean C. Flagler justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 358.51 each until paid in full, payable to Town and Country Home Products, Inc. and assigned to Pioneer Bank and Trust Company

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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 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 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. 7. In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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, pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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. 8. 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 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. 9. It is agreed by the grantor that all expenses and disbursements paid or incurred on behalf of complainant in connection with the foreclosing foreclosure decree 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, enforcing 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 lien upon said premises, shall be added 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 thereof 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 his 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 herein, appoint a receiver to take possession and 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 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 30th day of January, A.D. 1988.

(SEAL)  
x Regerlene J. Patton  
(SEAL)  
James R. Patton  
(SEAL)  
Dean C. Flagler  
(SEAL)

12.00

UNOFFICIAL COPY

Box No. 22

SECOND MORTGAGE

Trust Deed

TO R. D. MCGILYNN, 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

I, The undersigned Notary Public in and for said County, in the State aforesaid, Do hereby Certify that James R. Patton and Regerlene Patton, his wife and Dean C. Flagler personally known to me to be the same person, whose names 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 their 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 30th day of January, A. D. 19 88.

Notary Public  
*James R. Patton*

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State of Illinois }  
County of Cook } 55

