

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FORM 08-000000

88222970

22-4300-4

This Indenture, WITNESSETH That the Grantor Mae Kelly AKA Mae Kelly Lathonof the City of Chicago County of Cook and State of Illinoisfor and in consideration of the sum of Two Thousand Six Hundred Eighty-Two and 00/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trusteeof 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, situatedin the City of Chicago County of Cook and State of Illinois, to-wit:Lot 19 and 20 in Block 9 in the Resubdivision of Block 3, 9 and 10 in Road and Weston's Addition to Morgan Park a Subdivision in the West 1/2 of the Northeast 1/4 (except the North 20 Acres) and the East 1/2 of the Northwest 1/4 (except the North 20 Acres) in Section 20 Township 37 North, Range 14 East of the Third Principal Meridian in Cook County Illinois.P.R.E.I. # 25-20-213-037Property Address: 11306 S. May

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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.

Witness, The Grantor's Mae Kelly AKA Mae Kelly Lathonjustly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 44.70 each until paid in full, payable toDiscount Home Remodelers and assigned to Pioneer Bank & Trust Company,

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The Grantor covenants and agrees 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, which 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; (3) that waste to said premises shall not be committed or suffered; (4) 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 kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) 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 so 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 any tax lien or title affecting said premises to 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 as owed hereby.

In the Event of a breach of any of the above 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 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 foregoing, including reasonable attorneys fees, out of court documentary evidence, demography's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, even when by any suit or proceeding wherein the grantor or any holder of the part of said indebtedness, or 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 reversed, 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 in 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 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 D. 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 abovesaid covenants and agreements are performed, the grantor or his successor in trust, shall release and premises in the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 22nd day of April A. D. 1988.

Mae Kelly (SEAL)
AKA Mae Kelly Lathon (SEAL)

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Direct Reply

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

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Given under my hand and Notarial Seal, this 22nd

personally known to me to be the same person whose name _____ suggested, sealed and delivered the said instrument; appeared before me this day in person, and acknowledged that she _____ signed, sealed and delivered the said instrument as the true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of husband and wife.

1. The undersigned
Do hereby certify that Mac Kelly, AKA Mac Kelly, is and for said County, in the State aforesaid, a Notary Public in and for said County, in the State aforesaid.

State of Illinois
County of Cook

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