

UNOFFICIAL COPY

32-213605-9

This Indenture, WITNESSETH, That the Grantor J. C. Young AKA Rev. J. C. Young

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand Four Hundred Thirty Four and 72/100 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 everything 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 38 in Garfield Boulevard Syndicate Addition to Chicago Said Addition being a Subdivision of Subdivision Lot 1 in Block 7 in Circuit Court Partition being a Subdivision of the West half of the South West quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. P.R.E.I. #16-14-324-009 Property Address: 3843 W. Fillmore

88336942

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's J. C. Young AKA Rev. J. C. Young justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 206.52 each until paid in full, payable to Galaxie Lumber and Construction Company and assigned to Pioneer Bank and Trust Company

THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon herein and on said notes provided, 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 upon said premises, and on demand to exhibit receipts therefor, 3. within sixty days after destruction or damage to realty or damage to buildings or improvements on said premises if they have been destroyed or damaged, 4. that made to said premises shall not be permitted or suffered, 5. to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor, to the extent he thought to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with one clause of action 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 encumbrances, 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 encumbrances 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, and all such expenses and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same to be added thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured herein. IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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 in express terms. It is acknowledged by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foregoing, including reasonable attorney fees, costs for documentary evidence, court reporter's charges, cost of procuring or conducting abstract showing the whole title of said premises, including hereunto decree, shall be paid by the grantor, and the like expenses and disbursements, incurred by his 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, which shall be as valid 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 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, waives all right to the possession of, and income from, and 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 grantor, or of his refusal or failure to act, then Joan J. Behrendt of said County is hereby appointed to be first successor as 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 as 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 6th day of June A. D. 19 88

J.C. Young
Rev. J.C. Young

SEAL
SEAL
SEAL
SEAL

UNOFFICIAL COPY

Box No.

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

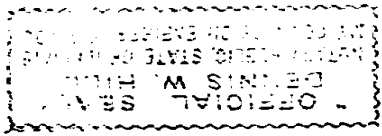
\$12.00

WILL

Property of Cook County Clerk's Office

83-336942

SEPT-01 11:21 AM 11/21 27/28/88 15:05:00
#6646 # D * 88-436942
COOK COUNTY RECORDER



I, The undersigned _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. C. Young AKA Rev. J. C. Young
personally known to me to be the same person whose name _____ is
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as his 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 6th day of June, A. D. 19 88
Notary Public

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