

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FOR VALUE RECEIVED,

88336950

32-03647

## This Indenture, WITNESSETH, That the Grantor, Mary L. Reynolds,

of the City ..... of Chicago ..... County of Cook ..... and State of Illinois .....  
 for and in consideration of the sum of Two Thousand Seven Hundred Twenty-five and 92/100----- 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 27 in Block 28 in South Lynne, a subdivision in the North Half of Section 19,  
 Township 38 North, Range 14 East of the Third Principal Meridian.  
 P.R.E.I. # 20-19-211-019  
 Property Address: 6453 S. Honore, Chicago.

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, Mary L. Reynolds, is  
 justly indebted upon one retail installment contract bearing even date herewith, providing for 36  
 installments of principal and interest in the amount of \$ 12.32 each until paid in full, payable to  
 Michael Construction Co., Inc. and assigned to Pioneer Bank & Trust Company.

The Grantor, covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, in installments 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 at 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 none of 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 grantee 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 Mortgagor 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 such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or if it is not paidable therefrom from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the sum with interest thereon from the date of payment of seven per cent per annum, shall be so much additional indebtedness secured hereby.

In the Event of a breach of any of the above and other covenants, the grantor shall be liable to the holder of said indebtedness for the whole of said indebtedness, including principal and all accrued interest, and all the expense of legal expenses thereof, without notice, termination or otherwise, and payable, and with interest thereon from time of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof by suit of law, or from the time of sale of all or part 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 complaint in connection with the foreclosed or sold— including reasonable whistlers, witness for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, extracting documents, decree, and costs, and all other expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, 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, shall be paid by the grantee. All such expenses and disbursements shall be an additional lien upon said premises, shall be a debt due 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 discontinued, nor a release or discharge given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, and the grantee, and the trustee, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and 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, and to any party claimant under said grantor, except 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 on the trust, and if she, or any like cause had 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 on the 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, to receiving his removable charter.

Witness the hand and seal of the grantor this 20th day of June A.D. 1983.

*Mary L. Reynolds*

SEAL

SEAL

SEAL

SECOND MORTGAGE

Quit Claim

TO  
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

1986-336950

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COOK COUNTY RECORDER

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days of June A.D. 1988

County under my hand and Notarized Seal this 20th

Instrument, free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead as here, before me this day in person, and acknowledged that She, signed, sealed and delivered the said instrument instrumentally known to me to be the same person whose name is .  
I, the undersigned, subscriber to the foregoing  
Instrument Public in and for said County, in the State aforesaid, do hereby certify that Mary L. Reynolds,  
a Notary Public in and for said County, in the State aforesaid, has examined the instrument and found it to be a true copy of the original instrument.

County of Cook  
State of Illinois  
} 1st