

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM, ILLINOIS

88330566 9 6 6 32-43681 CK

This Indenture, WITNESSETH, That the Grantor Ronald C. Logan and Dorothy M. Logan, his wife.

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

for and in consideration of the sum of Three Thousand Four Hundred Sixty-Nine and 32/100 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 116 (except the West 20 feet thereof) and Lot 117 in Gordon's Addition to Pullman in Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 6, 1890, as Document 1230571 in Cook County, Illinois P.R.E.I. # 25-16-107-033 Property Address: 446 W. 104th St. 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 Grantors Ronald C. Logan and Dorothy M. Logan, his wife,

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 9,37 each until paid in full, payable to

Samax Building Corporation and assigned to Pioneer Bank & Trust Company.

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein and as 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 against said premises, and on demand to rebuild, repair, replace, or 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, and that waste to said premises is all not be committed or suffered. 3. To keep all buildings now or at any time on said premises insured in companies as to be selected by the grantor herein, who is herein authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached hereto first, to the first mortgage or Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid. 4. To pay all joint annual taxes, and the interest thereon, at the time or times when the same shall become due and payable. 5. In the event of failure to insure, or pay taxes or assessments, or the joint annual taxes of the indebtedness when due, the trustee as the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises in any all joint instruments 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, until so much additional indebtedness secured hereby. 6. In the event of a breach of any of the aforesaid 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 in law, or both, the same as if all of said indebtedness had then matured by express terms. 7. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said mortgage including reasonable attorney fees, unless for documentary evidence, stenographer's charges, cost of procuring or competing abstract showing the whole title of said premises, including foreclosing 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 a 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 paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, but a release thereof, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the 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 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 in the 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 trustee or his successor in trust, shall release said premises to the party entitled, in receiving his reasonable charges.

Witness the hand and seal of the grantor this 6th day of July A. D. 19 88

Handwritten signatures of Ronald C. Logan and Dorothy M. Logan with four 'SEAL:' labels.

88330566

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SECOND MORTGAGE

Page No. 22

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

99-333956

99-333956

COOK COUNTY RECORDER
#670 # 12 * 33-333956
1#444 FROM 1191 07/28/88 15:09:00
3271-01 \$12.00

I, The undersigned, Ronald C. Logan and Dorothy M. Logan, his wife, a Notary Public in and for said County, in the State of Illinois, do hereby certify that the foregoing personally known to me to be the same persons, whose names, a/c, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y 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 6th day of July, A. D. 1988.

Notary Public

State of Illinois }
County of Cook }
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