

UNOFFICIAL COPY99
32-43989

This Indenture, WITNESSETH, That the Grantor **Lenin R. Gates and Maria Socorro Gates, his wife.**

88380173

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

for and in consideration of the sum of Three Thousand Seven Hundred Seventeen and 36/100 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 Illinois and State of Illinois, to-wit

Lot 12 in Block 7 in Van Schaack and Hendricks Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.L. # 16-02-212-014

Property Address: 3527 W. Beach, Chicago

88380173

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN THIS nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's **Lenin R. Gates and Maria Socorro Gates, 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 \$ 102.26 each until paid in full, payable to**

First Family Builders, Inc. and assigned to Pioneer Bank & Trust Company.

THE GRANTOR covenants and agrees 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 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 Mortgagors or Trustees until the indebtedness is fully paid. 6. to pay all prior incumbrances and the interest thereon, at the time when the same will become due and payable.

In the event of failure to pay any tax or assessments, or the prior incumbrances, the interest thereon when due, the Trustee or the holder of said indebtedness, may prosecute suit or action to pay such taxes, or assessments, or discharge or purchase any tax lien or title affecting said premises, or, if 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 secured hereby.

In case 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, 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 said indebtedness had then matured by express terms.

In addition to the grantor's costs of expenses and disbursements paid or incurred in behalf of complaint in connection with the foreclosure or refore - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, embracing foreclosure decree as such, may be a party, shall also 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 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 dismissed, nor a release given until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The 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 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 grantee, 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 20th day of June A.D. 19⁸⁸

Lenin R. Gates (SEAL)
Maria Socorro Gates (SEAL)
Maria Socorro Gates (SEAL)

BOX 22

UNOFFICIAL COPY

SECOND MORTGAGE

Box No.

卷之三

R. D. McGIVNN - Trustee

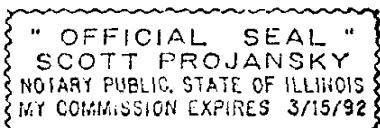
01

THIS INSTRUMENT WAS PREPARED BY:

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

DEPT-01 \$12.00 1544 TRAIL 08/26/88 15:02:00 #318 # 5 *-8-390173 GOOD COUNTY RECORDED

-88-390173



day of June A.D. 1988
written under my hand and Notarized Seal this 20th
of January 1988

Personally known to me to be the same persons, whose names are _____
as follows: _____

I, The Undersigned,
a Notary Public in and for said County, in the State aforesaid, Do certify certify certify that Leonia R. Gates and Marita Sogorro
Gates, his wife,

Glutathione
Glyceraldehyde-3-phosphate dehydrogenase