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TRUST DEED - RECORDS - FORM ILLINOIS

33-1111

This Indenture, WITNESSETH, That the Grantor Charles E. Ragans and Jennie Ragans, his wife

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

for and in consideration of the sum of Two Thousand Eight Hundred Six 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 34 in Block 14 in Hillis and Son's North Avenue and Central Avenue Subdivision in the Southwest 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #13-33-322-005 Property Address: 1645 N. Lotus, 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 Charles E. Ragans and Jennie Ragans, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 116.93 each until paid in full, payable to Discount Home Remodelers, Inc. and assigned to Pioneer Bank & Trust Company

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The Grantors covenant and agree as follows: 1. To pay said indebtedness and the interest therein, 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. 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 on 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 grantor herein, who is hereby so then and to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with fire clause attached, payable first to the 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 incumbrances and the interest thereon at the time or times when the same shall become due and payable. 7. In the event of failure to insure or pay taxes or assessments, or the prior incumbrances or the interest thereon when due by 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 any all prior incumbrances and the interest thereon from time to time and all moneys so paid the grantor agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum, until such additional indebtedness is secured hereby. 8. 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 percent per annum shall be recoverable by foreclosure thereon or in any such law as both the same as if all of said indebtedness had then matured by express terms. 9. As to the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereon, including reasonable solicitor fees, suitors fee for depositions, evidence, stenographer's charges, cost of producing or completing abstract showing the whole title of said premises, abstracting foreclosure 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 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 not be a lien in rem, 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 dissolved, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, for said grantor, and for their 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, and to any party claiming under said grantor, appoint a receiver to take possession in 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 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 24th day of June A. D. 19 89

Charles E. Ragans (SEAL) Jennie Ragans (SEAL)

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Box 22 1200

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Box No. ....

SECOND MORTGAGE

Trust Deed

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

State of Illinois  
County of Cook

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I, The Undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles E. Ragans and Jennie Ragans, his wife

personally known to me to be the same person as whose names  
AT&C subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they 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  
Rights under my hand and Notarial Seal, this  
June 24th A D 1989  
Notary Public

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