

**TRUST DEED--SECOND MORTGAGE FORM IL IND**

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This Indenture,

**This Indenture,** WITNESSETH, That the Grantor . . . David L. Stewart and Ruby J. Stewart  
his wife . . .

of the City.....of....Chicago....County of....Cook.....and State of....Illinois.....  
for and in consideration of the sum of....Four Thousand Nine Hundred Fifty Six and 48/100-----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 10 in Block 3 in E.L. Brainerd Resubdivision of Blocks 1, 2, 3, 4, 5, 6, 7, 8, and 11.

in W.O. Coles Subdivision of the East 1/2 of the North West 1/4 (Except the South East 1/4 of the South East 1/4 of the North West 1/4) of Section 5, Township 37, North Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

P B E T #25-05-105-023

P.R.E.I. #23-03-103-023  
PROPERTY ADDRESS: 8740 S. Throop, Chicago

**DEPT-61 RECOMMENDATION**

DEPT C RECORDING \$12.00  
110888 TRIN 2628 11/26/88 13 11.00

1965-07-11 14:00  
#7416 雜 G 雜二三五七九

... COOK COUNTY RECORDER

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

Is Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's ... David L. Stewart and Ruby J. Stewart, 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 \$ ..... 137.68 ..... each until paid in full, payable to  
Galaxie Lumber and Construction Co. and assigned to Pioneer Bank & Trust Company

THE GRANTOR . . . covenants . . . and agrees . . . as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 grantor herein who is hereby authorized to place such insurance in companies acceptable to the holder of this instrument, and to pay the premium therefor, which sum shall be payable first to the first Trustee of Mortgagors, and second, to the Trustee herein their interests may appear, in such policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior meannishments, and the interest thereon, at any time or times when the same shall become due and payable.

In case of failure to pay any tax or assessment, or the prior encumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such tax or assessment, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor . . . agrees . . . to repay immediately without demand, and the same will be interest thereon from the date of payment so made.

thereon from time to time, and all money so paid, the grantor . . . agreed, to repay immediately without demand, and the same will be due thereon from the date of payment in seven per cent, per annum, shall be so much additional disbursement incurred hereon.

In the Event of any of the aforementioned covenants or agreements to the whole of said indebtedness, including principal and all costs and interest shall, at the option of the legal holder or holders, 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 by express terms.

If it is Agreed by the grantor . . . that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosing of these - including reasonable solicitors fees, attorney for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, advancing foreclosure decree

In the Event of the death, removal or absence from said 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, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. And when all the above-mentioned

Witness the hand and seal of the grantorS this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_.

..... day of January  
Douglas J. Starnes  
Kathy J. Starnes

..... (SEAL)

(SEAL)

• 100000000

.. (SEAL)

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## SECOND MORTGAGE

Box No. . . . .

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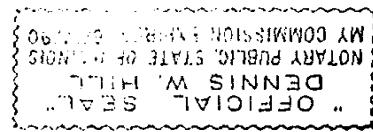
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R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

695266(10)



J. Steewart, his wife a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Steewart and Ruby J., undersealsigned

personally known to me to be the same person, whose name is, describeed to the foregoing instrument,  
as instrument, appereed before me this day in person, and acknowledged that, they, signing, sealed, delivered the said instrument  
as Cheif, free and voluntary act, for the uses and purposes therin set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this A.D. 19..... day of .....

Stated at ... witness  
Gminity of Cook } \$5.