

UNOFFICIAL COPY

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This Indenture, WITNESSETH That the Grantor Roger L. Harris and Vanessa R. Harris, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Eight Thousand Forty Six and 60/100 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 45 (except the South 7 Feet thereof) and The South 12 Feet of Lot 46 in Block 4

In John A. Prescott's Beverly Hills, a Subdivision of Blocks 4 And 5 in The Subdivision of The South 1/2 of That Part of The East 1/2 of Section 6, Township 37 North, Range 14, East of The Third Principal Meridian, Lying East of the Railroad, in Cook County, Illinois

P.R.E.I. # 25-06-412-003 Property Address: 9209 S. Marshfield, 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

Witness The Grantors Roger L. Harris and Vanessa R. Harris, his wife
previously indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 134.11 each until paid in full, payable to Super City Home Remodelers, Inc. and assigned to Pioneer Bank & Trust Company.

This Indenture shall be governed and construed 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) to pay 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 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) to pay all taxes and assessments, and the interest thereon, at the time or times when the same shall become due and payable, (8) to secure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay 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, (9) 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 at law, or both, the same as if all of said indebtedness had then matured by express terms, (10) It is agreed that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorneys fees, outlays for documentary evidence, stamping charges, cost of preparing or completing abstract showing the whole title of said premises, subscribing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, as assessed 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, (11) 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 deemed a release hereof, 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 his heirs, executors, administrators and assigns of said grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 of 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 S. 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 18th day of January A. D. 1989.

X Roger L. Harris (SEAL)
X Vanessa R. Harris (SEAL)

Be X 22

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UNOFFICIAL COPY

Box No. 22

SECOND MORTGAGE

Trust deed

TO
R. D. McGLYNN, Trustee

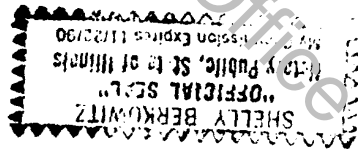
THIS INSTRUMENT WAS PREPARED BY:

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

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Property of Cook County Clerk's Office



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Roger L. Harris, and Vanessa R. Harris, his wife, personally known to me to be the same persons whose names are 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. Witness under my hand and Notarial Seal, this 18th day of January, A. D. 19 89.

Shelly Berkowitz
Notary Public

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#1132 # 2 * 89-095875
COOK COUNTY RECORDER

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State of Illinois }
County of Cook }
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