

UNOFFICIAL COPY

32-50659 CK

This Indenture, WITNESSETH, That the Grantor ... Debra A. Lee

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

for and in consideration of the sum of ... Four Thousand One Hundred Seventy Eight and 88/100 --- 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 10 and 31, 1st Block 2, in Boyd and Hall's Subdivision of the North 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Township 38 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois

P.R.E.I. #20-23-405-011 and 012
Property Address 7515 Luella, Chicago
DEPT OF RECORDING
INDEX COUNTY RECORDER

115.00
447970

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 Grantor's Debra A. Lee justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 87.06 each until paid in full, payable to Discount Home Remodelers, Inc. and assigned to Pioneer Bank & Trust Company

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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 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 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. IN THE EVENT of failure so to insure, 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. 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. IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing, including reasonable solicitor's fees, witness for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, obtaining foreclosure decree 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 added 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, nor a release hereof given, 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, waives all right to the possession of, and proceeds from, and 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 acting 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 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 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 26th day of June A. D. 1990

Debra A. Lee

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Box 22

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UNOFFICIAL COPY

Bar No.

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

Property of Cook County Clerk's Office

day of June, A. D. 19 90.

26th

Debra A. Lee
9/18/83

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Debra A. Lee personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument to me, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

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State of Illinois

County of Cook

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