

# UNOFFICIAL COPY 20092161

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

THIS INDENTURE, WITNESSETH, That Pioneer Bank and Trust Company  
 Trustee under Trust #19419 dtd. 06/12/75, and not personally  
 (hereinafter called the Grantor), of the City of Chicago County of Cook  
 and State of Illinois for and in consideration of the sum of  
Eleventhousand-Eighthundredandthirty 56/100 Dollars  
 in hand paid, CONVEY AND WARRANT to MFC Mortgage Corporation  
 of the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_  
 and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
 lowing described real estate, with the improvements thereon, including all heating, air-conditioning, 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 34 (except the W 2 feet) in Block 13 in Holstein, a Subdivision of the  
 W 1/2 of the NW 1/4 of Section 31, township 40 North, Range 14, East of the  
 Third Principal Meridian, in Cook County, Illinois

*PIN # 14-31-124-045*

*1/2 A 2002 W. Charleston  
 Chicago, IL*

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 Pioneer Bank and Trust Company  
 justly indebted upon their principal promissory note bearing even date herewith, payable  
 in 84 monthly installments of \$740.84 until paid in full.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or  
 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
 brances, 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 taxes or assessments, or the prior incumbrances or the interest thereon when due, the  
 grantee 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 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  
 earned 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 plaintiff in connection with the fore-  
 closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-  
 pleting abstract showing the whole title of said premises embracing foreclosure decree—shall 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 de-  
 cree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and  
 the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and  
 assigns of the 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 complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-  
 out notice to the Grantor, or to any party claiming under the 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 or removal from said \_\_\_\_\_ County of the grantee, or of his resignation,  
 refusal or failure to act, then \_\_\_\_\_ 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 31 day of October 19 80

PIONEER BANK & TRUST COMPANY, T/U/T  
 No. 19419 dtd. 06/12/75, and not (SEAL)  
 personally, (SEAL)

SEE RIDER ATTACHED HERETO  
 AND BY THIS REFERENCE  
 MADE A PART HEREOF

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STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Impress Seal Here)

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

DEPT-01 RECORDING \$15.00  
T#555 TRAN 7904 02/27/90 16:10:00  
#4718 # 90-092461  
COOK COUNTY RECORDER

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed  
90092461

\_\_\_\_\_  
TO  
\_\_\_\_\_  
\_\_\_\_\_

15.00



91092461

~~RIDER~~  
**UNOFFICIAL COPY**

**THIS TRUST DEED/SECOND MORTGAGE FORM** is executed by the **PIONEER BANK & TRUST COMPANY**, not personally, but as Trustee under Trust Agreement dated June 12, 1975 and known as Trust No. 19419 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the **PIONEER BANK & TRUST COMPANY**, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the **PIONEER BANK & TRUST COMPANY**, not personally, but, as Trustee as aforesaid, has caused there presents to be signed by its ~~MANAGEMENT~~ Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 12th day of December, A. D., 1989.

**PIONEER BANK & TRUST COMPANY**

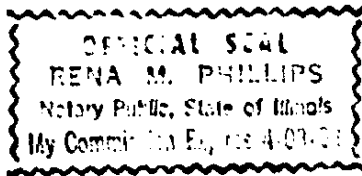
By: [Signature] **BARBARA R. CLEVELAND**  
~~Assistant~~ Vice President/Trust Officer

Attest: [Signature]  
Assistant Secretary  
~~BARBARA R. CLEVELAND~~  
LAND TRUST OFFICER

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named ~~MANAGEMENT~~ Vice President/Trust Officer of the **PIONEER BANK & TRUST COMPANY**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~MANAGEMENT~~ Vice President/Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of December, 1989.



[Signature]  
Notary Public

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