

UNOFFICIAL COPY

200121807 32-48947

This Indenture, WITNESSETH, THAT the Grantor, **Warner Dancy and Philomena Dancy, his wife**

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

for and in consideration of the sum of Two Thousand Three Hundred Seventy-eight and 52/100 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 27 in Mahan's Subdivision of Block 7 in the Circuit Court Commissioners Partition of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of the section 31, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois

P.R.E.I., #21-31-105-040 Property Address 7952 S. Marquette DEPT-01 RECORDING #14444 TRN: 3569 03/14/90 14:20:00
#192 # D *-90-114807 COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, to the nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Who is the grantor Warner Dancy and Philomena Dancy, his wife justly indebted upon one oral installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 66.07 each until paid in full, payable to Trivic Remodelers, Inc. and assigned to Pioneer Bank & Trust Company.

The Grantor, in payment of all debts, so far as follows: To pay said indebtedness, and the interest thereon, herein and in said notes provided, or according to any agreement extending to the payment of debts, due to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, within every day after destruction, damage or removal, of either all buildings or improvements on said premises that may have been destroyed or damaged, or that have been removed or suffered to be kept off buildings now or at any time on said premises created in consequence to be selected by the grantor herein, who is hereby authorized to place such removal, compensation, damages, or the value of the said improvements, with loss clause attached, payable first, to the first Trustees of Mortgagors, and second, to the trustee or the trustee in bankruptcy which persons shall be left and main with the said Mortgagors or Trustees until the indebtedness is fully paid, to pay all present and future taxes and assessments on the same, and when the same shall become due and payable.

In the event of a sale or transfer of any part of the property or the interest therein when due, the grantee or the holder of said indebtedness, may pay the sum of one-half percent of the amount of such debt or purchase tax on title, affecting said premises, and the interest thereon, from time to time, and all expenses, of the grantor, to repay the same with interest from the date of payment at seven percent per annum, and the holder of the indebtedness so paid hereby.

In the event of a release of the grantor, or of any other agreement, the amount so paid, interest, shall, at the option of the legatee or trustee, be retained by the legatee or trustee, and paid with the rest of the amount of such debt, at seven percent per annum, shall be recoverable by the holder thereof by suit of habeas corpus, or any other proceeding, or action, for the recovery of the same.

In the event of the grantor, or of any other agreement, paid or incurred in connection with the foreclosed, hereby, including reasonable attorney's fees, legal expenses, expenses of service, cost of removing or completing about showing the whole title of said premises, including foreclosure dates, and the period of the grantor, and the expenses and disbursements, measured by the sum of proceeding wherein the grantee or any holder of any part of said indebtedness, shall have been entitled to, and the amount of such expenses and disbursements shall be additional upon said premises, shall be paid by the grantor, and the expenses and disbursements shall be additional upon said premises, and the holder thereof shall have been entitled to, shall not be decreased, nor a release given, until all such expenses and disbursements have been paid. The grantor, and the grantee, may, for the heirs, executors, administrators and devisees of said grantor, and the holder of the indebtedness, have the right to the possession of said premises pending such foreclosure proceedings, and agree, that upon the time and date of the sale of said debt, the owner in which said debt is held, may stand and demand notice to the said grantor, or to any party claiming under said grantor, to appear and receive to him power to enter upon and charge said premises, and to collect the rents, issues and profits of the said premises.

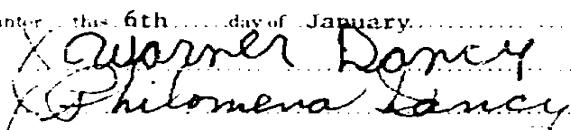
In the event of the death of the grantor, or his refusal to act, then
Joan J. Behrendt

Cook

County of the grantee, or of his refusal to act, then

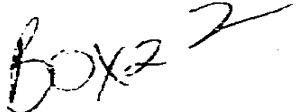
any like cause, or "first source of title" to refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be first successor in this trust, and if for any like cause, or "first source of title" to refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid documents in this instrument 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 6th day of January, A.D. 1990.


(SEAL)

(SEAL)

.....(SEAL)



30144807

Box No.

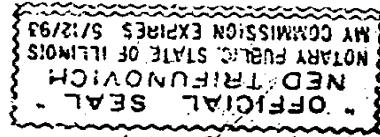
SECOND MORTGAGE

Unit Deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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



day of January A.D. 1990

depos, under my hand and Notarial Seal, this 6th

of this day in person, and acknowledge that I, the subscriber, read and delivered the said instrument, acknowledged before me this day in person, and acknowledge that I, the subscriber, read and delivered the release and waiver of the right of homestead, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appearing before me this day in person, and acknowledge that I, the subscriber, read and delivered the said instrument,

I, the undersigned, his wife, a Notary Public in and for said County, in the State aforesaid, Do freely certify that, Warner, Dancy, and, Phillipomena, Dancy