

UNOFFICIAL COPY

91560892

This Indenture, WITNESSETH, That the Grantors, Fannie M. Brown and Raymond C. Brown

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

for and in consideration of the sum of Thirteen Thousand Four Hundred One 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 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 2126 in Frederick H. Bartlett's Greater Chicago Subdivision of Lot 5, Being a

Subdivision of that part lying West of the Right of Way of the Illinois Central

Railroad Company of the East 3/4 of the South 1/2 of the North 1/2 and the Northwest

1/4 of the Southeast 1/4 of Section 15, Township 37 North, Range 14, East of the Third

Principal Meridian, in Cook County, Illinois.

P.R.E.I., #25-15-129-020

Property Address: 10616 S. King Drive, Chicago, DEPT-Q1 RECORDING \$13.00

T#2222 TRAN 0690 10/28/91 1013 3:00

96865 # ER * 91-560892

COOK COUNTY RECORDER

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, Fannie M. Brown and Raymond C. Brown

justly indebted upon one retail installment contract bearing even date herewith, providing for 60

installments of principal and interest in the amount of \$ 22,360.00, each until paid in full, payable to

Atlas Builders and assigned to Pioneer Bank & Trust Company

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The Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in the 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 to 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 company to be selected by the grantor 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 Mortgagor or Trustee until the said indebtedness is fully paid; (6) to pay all prior liens, bonds, and the interest thereon, at the time or times when the same shall become due and payable;

In the event of failure so to do, the party holding the note or notes, or the party holding the interest therein, or the party holding the note or notes, or the party holding the interest therein 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 accrued hereby.

In case 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 a claimant in connection with the foreclosing herein, including reasonable collection fees, outlays for documentary evidence, stamp and other charges, cost of preparing or completing abstract showing the whole title of said premises embracing fine or clear decree, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 recovered 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 dismissed, nor a release heretofore given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, the said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that in 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

In case of the death, removal or absence from said Joan J. Behrendt Cook

County of the grantee, or of his refusal 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, 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 charge.

Witness the hand and seal of the grantor B. this 16th day of July, A. D. 1891.

X Fannie M. Brown (SEAL)

X Raymond C. Brown (SEAL)

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Box No. 22

**SECOND MORTGAGE
Trust Deed**

R. D. McGLYNN, Trustee

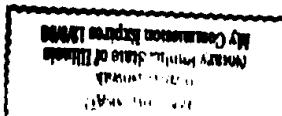
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A. D. • MARCH 1999 • 1175

THIS INSTRUMENT WAS PREPARED BY:

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

91560542



I, the undersigned,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that FANNIE M. Brown and Raymond G. Brown
permanently known to me to be the same person, whose name is ATL
instruments, prepared before me this day in person, and acknowledged that she, aforesaid, sealed and delivered to the said instrument
cheat, free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead,
as further under my hand and Notarial Seal, this 16th day of July, A.D. 1991.

Community Art Center
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