

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

32-54051 CK

This Indenture, WITNESSETH That the Grantors: Jeffrey L. Olman and Christine L. Motschull

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

for and in consideration of the sum of Nine Thousand Four Hundred Seventy Four and 30/100----- dollars in hand paid, CONVEY AND WARRANT to P.D. MCGILYRN, 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 Elgin, County of Cook, and State of Illinois, to-wit:

Lot 165, of Parkwood, Unit 2, a Subdivision of part of the Northeast Quarter of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, in the City of Elgin, Cook County, Illinois according to the Plat of survey recorded February 24, 1972 as document number 21,816,595, Cook County, Illinois.

P.R.E.I.#06-18-209-009 Property Address: 1111 Hunter Drive, Elgin

DEPT-01 RECORDING \$13.00 T#2222 TRAM 0997 10/31/91 10:53:00 47896 + B *91-568954 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

Warrant to The Grantors: Jeffrey L. Olman and Christine L. Motschull

justly indebted upon one retail installment contract bearing even date herewith, providing for 54 installments of principal and interest in the amount of \$175.95 each until paid in full, payable to Chicago Builders, Inc. and assigned to Pioneer Bank & Trust Company

91568954

The Grantors covenant and agree 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. Within sixty days after destruction or damage to or total or partial destruction of improvements on said premises that may have been destroyed or damaged, 4. That waste be and premises shall not be committed or suffered. 5. To keep all buildings now or at any time on said premises insured in companies approved by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with less than the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said Mortgagee or the Trustee until the indebtedness is fully paid. 6. To pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable. 7. To pay Every of failure to insure or pay taxes or assessments, or the gross arrearages on the interest thereon, when he is a trustee or the holder of said indebtedness may procure such insurance or pay such taxes or assessments, or discharge or perform any part of the obligations and duties of said parties or any other officer and the interest thereon from time to time, and all such to be paid the grantor, unless he or they pay immediately without demand and the same without cost to them from the date of payment of seven per cent per annum shall be so an additional indebtedness secured hereby. 8. To pay Every of a breach of any of the covenants and agreements of the above of said indebtedness, and when principal and interest shall be at the option of the legal holder thereof without notice, become immediately due and payable, and with interest thereon from time to time at such rate as shall be determined by foreclosure thereof, or by operation of law, the same as if said and if the same had been made good by regular terms. 9. As security for the payment of all such expenses and disbursements paid or incurred in behalf of said parties, and in connection with the foregoing, including reasonable and necessary out-of-pocket expenses, and the like expenses and disbursements, as aforesaid, and in connection with the foregoing, when the trustee of any holder of any part of said indebtedness, as aforesaid, may be appointed, or paid by the parties, or the expenses and disbursements shall be an additional and special lien and priority upon the premises, and the costs and charges incurred in any decree that may be rendered, and in any proceedings for enforcement of the same, shall have priority over all other liens, claims, charges, and claims, and all such expenses and disbursements, and the costs and charges, including attorney's fees, have been paid. The grantors, heretofore and hereinafter, as the heirs, executors, administrators and assigns of said grantors, covenants and agree to pay, or cause to be paid, the principal and interest on said indebtedness, and upon the filing of any bill to foreclose this trust deed, the court, which may be filed in any one and without notice to the said grantors, to cause a receiver to be appointed and to appoint a receiver to take possession of the premises, and premises with power to collect the rents, issues, and profits of the said premises.

Witness the hand and seal of the grantors this 30th day of September, 1991. A.D. 19 91. Joan J. Behrendt, Grantor, and Jeffrey L. Olman and Christine L. Motschull, Grantors. Said County is hereby appointed to be the successor of this trust, and if for any cause said first successor refuse to act, then the holder of the bills is hereby empowered to apply and make a new trustee of this trust through a resignation of the holder. And after all the aforesaid covenants and agreements are performed by the grantors, the success of their heirs, executors, administrators, the parties herein, in return for a reasonable charge.

Witness the hand and seal of the grantors this 30th day of September, 1991. A.D. 19 91

Jeffrey L. Olman (SEAL) Christine L. Motschull (SEAL)

1313

UNOFFICIAL COPY

Rec No. 22

SECOND MORTGAGE

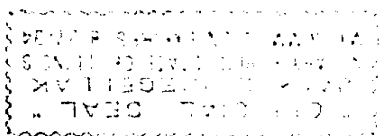
Trust deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60679

Property of Cook County Clerk's Office



015688054

Notary Public

Given under my hand and Notary Seal this 30th day of September, 19...

personally known to me to be the same person as 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.

I, the undersigned a Notary Public in and for said County in the State aforesaid, do hereby certify that Jeffrey L. Olman and Christine L. Motschull

State of Illinois }
County of Cook }
55