

UNOFFICIAL COPY

7-1-82: 51679 CK

This Indenture, WITNESSETH, That the Grantor Geneva Rogers 91007798

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

for and in consideration of the sum of Six Thousand Four Hundred Twenty One and 80/100 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 12 in the first Addition to Harvard Resubdivision of Lots 19 to 36 inclusive in Block 2 and Lots 22 to 42 inclusive in Block 7 in Forsythe's Subdivision of the North 32 Acres of the South 55 Acres of the West half of the Northeast quarter of Section 32 Township 38 North, Range 14 East of the Third Principal Meridian. P.R.E.L. #20-33-210-015

Property Address: 8049 S. Princeton

DEPT-01 RECORDING \$13.00
T#2222 TRAN 2315 01/07/91 11:28:00
#6621 # B *-91-007798
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.

WHEREAS, The Grantor's Geneva Rogers

justly indebted upon one (1) installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$107.03 each until paid in full, payable to

Town and Country Home Products, Inc. and assigned to Pioneer Bank & Trust Company.

91007798

THE GRANTOR 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 rebuilding or restoring all buildings or improvements on said premises that have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now in at any time on said premises insured in companies approved 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 Trustee until the indebtedness is fully paid, to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (6) in the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor 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, to pay all prior encumbrances 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; (7) 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, or by suit at law or both, the same as if all of said indebtedness had then matured by express terms; (8) it is agreed by the grantor that all expenses and disbursements paid or incurred in connection with the foreclosure of said premises, including reasonable solicitor's fees, not to exceed the amount of the debt, together with the cost of preparing and completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, or caused 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 paid as aforesaid and included 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 thereof 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, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 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 the presence of the death, removal or absence from said Cook County of the grantor, or of his refusal to execute the same, 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 10th day of October, A. D. 19 90

X Geneva Rogers (SEAL)
(SEAL)
(SEAL)
(SEAL)

Box 22

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Deed

TO

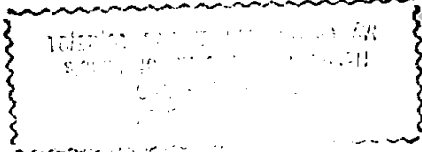
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

86120016



I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Geneva Rogers, 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 as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. (Turn under my hand and Notarial Seal, this 10th day of October, A. D. 1990.)

Geneva Rogers
Notary Public

State of Illinois }
County of Cook }
55.