

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FOR ILLINOIS

91381309 88-53105

This Indenture, WITNESSETH, That the Grantor Delois Price A/K/A: Dolores Price Thomas

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

for and in consideration of the sum of Ten Thousand Three Hundred Eight-Three and 24/100 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 every thing 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:

The North 16 2/3 Feet of the South 33 1/3 Feet of Lot 20 (except the East 14 Feet thereof taken for Alley) in King and Runsey's addition to Woodlawn Ridge being a Subdivision of Lot 3 in Circuit Court partition of the West 1/2 of the East 60 Acres of the North 1/2 of the West 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.R.E.I. # 20-23-106-027 Property Address: 6427 S. Ellis, Chicago

DEPT-01 RECORDINGS \$13.00 TRILLI TRAN 0409 07/30/91 10:57:00 86217.6 A 88-531309 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 Delois Price A/K/A: Dolores Price Thomas justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 123.61 each until paid in full, payable to Alard Home Improvement Corp, and assigned to Pioneer Bank and Trust Co.

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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 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 herefor, (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 on 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 Mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, 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 such 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 agree 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. If at any time by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure thereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, contracting foreclosure decree as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, her 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 event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Joan J. Buhrendt of said County is hereby appointed to be first successor in this trust, and if for any like cause and first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new successor to 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 JUNE A. D. 19 91 X Delois Price (SEAL) X AKA: Dolores Price Thomas (SEAL)

13.00

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Box No. ... 22

SECOND MORTGAGE

Trust Book

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

OFFICIAL SEAL
GUDMIRA RADOJCIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 16, 1992

I, *Budimir Radojic*,
Notary Public in and for said County, in the State aforesaid, Do hereby certify that *Delois Price*
AKA: *Delores Price Thomas*
personally known to me to be the same person, whose name is *is*
heretofore 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.
Given under my hand and Notarial Seal, this *10th* day of *JUNE* A. D. 19 *71*
Delois Price
Notary Public

60313376