

UNOFFICIAL COPY

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38-56186 6

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Susan E. Brasewicz

of the City of Oak Lawn County of Cook and State of Illinois
 for and in consideration of the sum of Nine Thousand Five Hundred Fifty Two and .00/100-----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 Oak Lawn County of Cook and State of Illinois, to-wit:
Lot 10 in Block 5 in Lawn Heights subdivision Unit No. 2, being a subdivision of the
East 1/2 of the West 8/10 of Lot 1 in the subdivision of the West 1/2 of the
Northeast 1/4 and the Northwest 1/4 of Section 4, Township 37 North, Range 13, East
of the Third Principal Meridian, in Cook County, Illinois.
 P.R.E.I., #24-04-216-022

Property Address 8936 S. Sroat Avenue, Oak Lawn DEPT-01 RECORDING
 T#8888 TRAN 8491 06/26/92 10:00:00
 5768 S E *-92-465887
 COOK COUNTY RECORDER

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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 Susan E. Brasewicz,
 justly indebted upon one retail installment contract bearing even date herewith, providing for 120
 installments of principal and interest in the amount of \$ 79.60 each until paid in full, payable to
Skyline Exterior, Inc. and Pioneer Bank & Trust Company.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as defined 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 an demand to exhibit receipts 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 wants to said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises insured 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 Trustees, 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 to pay, or pay 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 or title affecting said premises or pay any prior incumbrance, and the interest thereon from time to time, and all money so paid by the grantee or holder of said indebtedness, shall be immediately without demand, and the sum with interest thereon from the date of payment at seven per cent, per annum, shall be an 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 interest, in arrears shall, at the option of the legal holder thereof, 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 complainant in connection with the foreclosure, or by real -- including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or entering foreclosure decree -- shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee 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 -- costs 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 enjoined, nor release hereof 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/or 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 Event of the death, removal or absence from said Cook

County of the grantee, or his refusal or failure to act, 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 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 5th day of

A.D. 1992

(SEAL)

(SEAL)

(SEAL)

Box No. 22

SECOND MORTGAGE

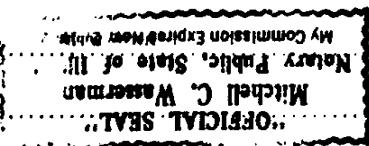
Trust Deed

To
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

9245587
9245587



I, Michael C. Wasserman, Notary Public, State of Missouri, do hereby certify my hand and Notarial Seal, this 19th day of April, 1992, free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead instrument, appeared before me this day in person, and acknowledged that I have signed, sealed, delivered and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing

SHS

I, Michael C. Wasserman, Notary Public, State of Missouri, do hereby certify that this instrument is valid and for record, in the County of Cook, State of Illinois, on the 19th day of April, 1992, in the year of our Lord one thousand nine hundred and ninety-two.

State of Illinois
County of Cook
} 55.