

UNOFFICIAL COPY

58-36412

This Indenture, WITNESSETH, That the Grantor Osceola Yokley and Janice Yokley

92586467

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

for and in consideration of the sum of Twenty eight thousand three hundred 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 successor 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 Lot 17 in Block 7 in Weddell and Cox's Hillside Subdivision in Northwest Quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 3, 1889, in Book 34 of Plats, Page 8, in Cook County, Illinois.

P.R.E.I. #20-29-132-046 Property Address: 1228 W. 74th Place, Chicago

Hereby releasing and waiving all rights under and in 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 Grantors Osceola Yokley and Janice Yokley

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 235.84 each until paid in full, payable to

AFC Glass Enclosures and assigned to Fidelity Bank & Trust Company

92586467

The Grantors covenant and agree as follows: 1. They 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 from to the first day of June in each year of taxes and assessments against said premises, and on demand to exhibit receipts therefor 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 on or at any time on said premises insured in compliance with the terms hereof, who is hereby so insured to place such insurance in companies acceptable to the holder of the first mortgage, 6. To pay from time to time to the first Trustee or Mortgagee and assignee, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee or Mortgagee until the indebtedness is fully paid, 8. To pay all other encumbrances and the interest thereon, at the time or times when the same shall become due and payable, 9. To pay Every tax, duty, or liability of any kind, including assessments, taxes, or other charges, in full when the same shall become due and payable, 10. To pay from time to time, and to cause to be paid, the grantor, agree to pay the interest thereon when due, the grantor or the holder of said indebtedness may provide such insurance, on any such premises or improvements, or the discharge of purchase money, and to pay the interest thereon from the date of payment at an interest rate of ten per cent per annum, shall be so much additional indebtedness secured hereby, 11. In the event of a breach of any of the above covenants and agreements the above said indebtedness, including principal and interest thereon, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time, at an interest rate of ten per cent per annum, shall be recoverable by foreclosure thereof, or to suit at law or in equity, if said indebtedness had then matured in express terms, 12. As to the grantor, that all expenses and disbursements paid or incurred in behalf of or payment in connection with the execution hereof, including reasonable attorney fees, outside for documentary evidence, stenographer's charges, cost of preparing and printing the abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, occasioned in any suit or proceeding, wherein the grantor is any party, shall be paid by said grantor, as a part of said indebtedness, as aforesaid, may be a party, shall be paid by the grantor, 13. That each expense and disbursement, shall, in addition, be paid by said grantor, and shall be stated as costs and charges, and in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall be so decreed, for a release hereof given, until all such expenses and disbursements, and the costs of suit, including all such fees have been paid, The grantor, in said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and to the fruits, 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

Witness the hand and seal of the grantors, this 29th day of April, 1992, A. D. 19 92 David J. Patterson

Witness the hand and seal of the grantors, this 29th day of April, 1992, A. D. 19 92 Osceola Yokley Janice Yokley

SEAL SEAL SEAL SEAL

Handwritten signature and date: 12/2/92

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Box No. 102

SECOND MORTGAGE

Trust Bank

TO

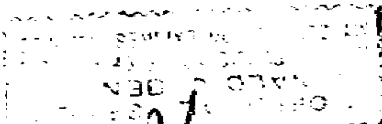
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60619

Property of Cook County Clerk's Office

SEPT-01 RECORDING 168888 TRAM 2280 08/07/92 10130500  
#7037 E \* -92-586467  
COOK COUNTY RECORDER



NOTARY PUBLIC

*David A. Tolson*

Given under my hand and Notarial Seal, this 29th day of April, A.D. 19 92

personally known to me to be the same persons 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 redemption.

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Casella Tokley and Janice Tokley

*David A. Tolson*

State of Illinois  
County of Cook