

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor Shirley A. Wilhoite

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

for and in consideration of the sum of Twenty Eight Thousand Four Hundred Seventy-Nine 60/100 - 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: Lots 31, 32 and 33 in Block 44 in East Washington Heights, a Subdivision of the W 1/2 of the NW 1/4 of the SW 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.L.# 25-09-327-012 Property Address: 10241 S. Lowe Ave., Chicago

DEFI-01 RECORDING 1992 JUN 10 11:15 AM 1100 000 49871 100 \* 92-848579 COOK COUNTY RECORDER

92848579

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 Shirley A. Wilhoite

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 237.33 each until paid in full, payable to

Discount Home Remodelers, Inc. and assigned to Pioneer Bank & Trust Company

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon 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 real and/or personal property or improvements on said premises that may have been destroyed or damaged; 4. That waste 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 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; 7. In the event of failure to insure, 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 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 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 hereto; 8. 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, 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 said indebtedness had then matured by express terms; 9. It is Agreed by the grantor that all expenses and disbursements, paid or incurred in behalf of said premises in connection with the foreclosure thereof, including reasonable solicitor fees, outlays for document recording, stamping, printer's charges, cost of procuring or completing abstract showing the whole title of said premises, including 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, or such, may be a party, shall also be paid by the grantor; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, 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 cost of said foregoing solicitor fees have been paid; The grantor, for said grantor and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession, use and income from, said premises pending such foreclosure proceedings, and agrees 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.

Witness the hand and seal of the grantor, this 10th day of June, A.D. 19 92. David J. Patterson, Trustee of said County, is hereby appointed to be the receiver in this trust, and if for any reason, cause and free successor to or referee shall then the holder of the title, whereby empowered to appoint a new successor, but not 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 to receive by his reasonable charges.

Witness the hand and seal of the grantor, this 10th day of June, A.D. 19 92

X Shirley A. Wilhoite (SEAL) (SEAL) (SEAL) (SEAL)

Handwritten signatures and initials at the bottom of the page.

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But No...

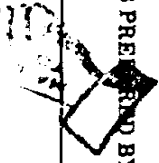
SECOND MORTGAGE

Trust Loan

TO

R.D. MCGLYNN, Trustee

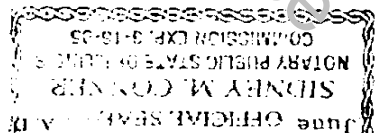
THIS INSTRUMENT WAS PREPARED BY:



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

Property of Cook County Clerk's Office

67487926



June Official Seal A 17 1992

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Shirley A. Wilhote 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.

10th

Notary Public

State of Illinois }  
County of Cook }  
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