

UNOFFICIAL COPY

TRUST DEED RECORD MORTGAGE COMMERCIAL

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This Indenture, WITNESSETH, That the Grantor Norman E. Bankston and Kathryn D. Bankston

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Thirteen Thousand One Hundred Eighty Three and 80/100--Dollars

in hand paid, CONVEY AND WARRANT to P.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: Lot 28 (except the West 6 1/2 feet) and the West 10 1/2 feet of Lot 29 in Blocks 5 In George H. Glover and Others Resubdivision of Blocks 5 to 8 inclusive in Menage's Subdivision of the South 1/2 of Blocks 10, 11, 12 and the North 1/2 of Blocks 14, 15, 16, in First Addition to Kensington Subdivision of the Northwest 1/4 of Section 27, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P. R. E. I. #: 25-118-037 DEED OF REFINANCING \$33,000
Property address: 19 E. 121st St., Chicago 1984-4 C 11-13/92 11:03:00
COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in the said, nevertheless, for the purpose of securing performance of the covenants and agreements herein WITNESSETH, The Grantor's Norman E. Bankston and Kathryn D. Bankston
justly indebted upon one retail installment contract bearing even date herewith, providing for 84
installments of principal and interest in the amount of \$ 156.95 each until paid in full, payable to
B & S Construction & Remodeling Co., Inc. and assigned to Pioneer Bank & Trust Co.

THE GRANTOR'S covenants and terms 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 loss or injury to, all buildings 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 lender of the first mortgage indebtedness, with loss clause attached payable 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 pay the same; 7. To insure, or to cause to insure, or pay taxes or assessments, or the principal and 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 lien or title affecting said premises, or any all prior incumbrances and the interest thereon, any time to time, and all money so paid the grantor shall 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; 8. In the event of a breach of any of the covenants and agreements of 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 in full or in part, the same as if said indebtedness had been stated by express terms; 9. If assigned by the grantor, that all expenses and disbursements paid or incurred in behalf of a complainant in connection with the foreclosure proceedings, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements incurred 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; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be added as 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 dismissed, but a receiver hereof given, until all such expenses and disbursements, and the sale of said premises, including solicitor's fees hereon, be 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.

Witness the hand and seal of the grantor, Norman E. Bankston and Kathryn D. Bankston, of the County of Cook, State of Illinois, on this 10th day of October, 1992.
David J. Patterson, Clerk of the County of Cook, State of Illinois, on this 10th day of October, 1992.

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

Handwritten signatures of Norman E. Bankston and Kathryn D. Bankston with (SEAL) markings.

Handwritten notes: Bank 82, 2/2/92

92848860

UNOFFICIAL COPY

Box No. 22

SECOND MORTGAGE

Trust deed

TO

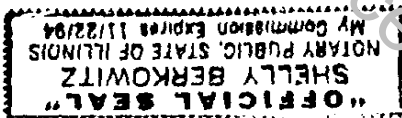
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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



Property of Cook County Clerk's Office



Shelly Berkowitz
Notary Public

day of October A. D. 19 92

10th

personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X 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 homestead.

I The Undersigned
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Norman E. Bankston and
Kathryn D. Bankston

State of Illinois
County of Cook

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