

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE

92148792

32255050

This Indenture, WITNESSETH, That the Grantor (s) Cheryl Pickenpack, divorced & not since remarried and Marshanna Anderson, a widow & not since remarried

92148792

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Sixteen Thousand Four Hundred Forty & 48/100ths 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: Lot 29 in Henry Botsford's Subdivision of Block 10 in Wakeman's Subdivision of the East 1/2 of the South East 1/4 of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. 20-27-422-012

PROPERTY ADDRESS: 7735 S. Langley Chicago

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 Cheryl Pickenpack, divorced & not since remarried and Marshanna Anderson, a widow & not since remarried

justly indebted upon one real estate contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$195.72 each until paid in full, payable to B & S Construction Co., Inc. & assigned to Pioneer Bank & Trust Company

DEPT-01 RECORDING \$23.00
T#2222 TRAN 9650 03/09/92 10:27:00
#5018 # B \*-92-148792
COOK COUNTY RECORDER

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) to pay prior to the first day of June in each year, all taxes and assessments... (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements... (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...

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 moneys 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 to 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 accrued interest shall, at the option of the legal holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is AGRUED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure... including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees... 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, which lien shall be as valid 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, nor a 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 the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 grantor, or of 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 a resolution of the board. And when all the aforesaid covenants and agreements are performed, the grantee of 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 10 day of January A. D. 19 92

X Marshanna Anderson (SEAL)

X Cheryl Pickenpack (SEAL)

(SEAL)

(SEAL)

2300

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

92148792

NOTARY PUBLIC, STATE OF ILLINOIS  
SHELLY BERKOWITZ  
"OFFICIAL SEAL"  
My Commission Expires 11/22/94

Notary Public

Shelly Berkowitz

day of January, A. D. 19 92

thirtieth under my hand and Notarial Seal, this

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

Cheryl Pickenpack, divorced & not since remarried  
a widow & not since remarried  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cheryl Pickenpack, divorced & not since remarried and Marshanna Anderson

State of Illinois }  
County of Cook } 1515