

UNOFFICIAL COPY

88-59694

93628758

This Indenture, WITNESSETH, That the Grantor Lamar Colyer and Hadie Colyer

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Nine Thousand Five Hundred Fifty Six and 20/100 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 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 The North half of Lot 21 and all of Lot 22 in Block 1 in Templeton's Subdivision of the North half of the North East Quarter of the South West quarter of the South West quarter of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

P.R.E.L.#: 20-32-318-011

Property address: 8507 S. Bishop St., Chicago

DEPT-01 RECORDING \$23.00
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98314 \* 73-628758

Hereby releasing and waiving all rights under any 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 Grantors Lamar Colyer and Hadie Colyer

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 157.27 each until paid in full, payable to

Chicago Metro Builders, Inc. and assigned to Pioneer Bank & Trust Company

The covenants, conditions and agreements 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 rebuild or restore 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 grantor 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 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 grantor 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 hereby, 8) in the event of 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 of said indebtedness had then matured by express terms, 9) in the event of a foreclosure by the grantor that all expenses and disbursements paid or incurred in behalf of the grantor in connection with the foreclosure proceedings including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing former foreclosure decrees shall be paid by the grantor and the like expenses and disbursements, occasioned 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be reinstated, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including auditor's fees have been paid, The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor hereby all rights in the possession of, and (except from said premises pending such foreclosure proceedings) and agrees that upon the filing of any bill to foreclose this Trust Fund, the trust 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 on 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 of his refusal or failure to act, then

David J. Patterson of said County is hereby appointed to be first successor in this trust, and if for any like cause and 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 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 18th day of June A. D. 1993

X [Signature] (SEAL)
X [Signature] (SEAL)
(SEAL)
(SEAL)

Box 22 23.00

UNOFFICIAL COPY

Box No. ....

SECOND MORTGAGE

Trust deed

TO

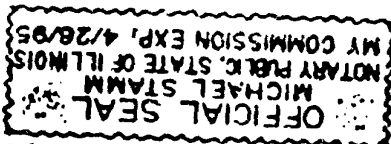
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

55252986



I, The Undersigned  
Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Lamar Colyer and Hadle Colyer  
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 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 homestead  
(Signed under my hand and Notarial Seal, this 18th day of June, 1993)  
Michael Stamm  
Notary Public

55252986

State of Illinois }  
County of Cook }  
55.