

**UNOFFICIAL COPY**

This Indenture, WITNESSETH, That the Grantor & Robert Thompson, Audie Williams and Barbara J. Hargrove

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

for and in consideration of the sum of Eighteen Thousand Two Hundred Seventy Two and 40/100 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:

Lot 37 in Marshall and Price's Subdivision of Lot 2 in Block 2 in Block 2 in the Circuit Court Partition, being a Subdivision of the West 1/2 of the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I.#: 16-14-306-026

Property address: 3844 W. Lexington St., Chicago

DEPT-01 RECORDING \$23.00  
T#3333 TRAN 9515 08/10/93 10:26:00  
98324 \* 43-628768  
COOK COUNTY RECORDER

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 Robert Thompson, Audie Williams and Barbara J. Hargrove

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$142.27, each until paid in full, payable to

Best Home Products & Services Inc. and assigned to Pioneer Bank & Trust Company

The Grantor covenants and agrees 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 forty 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 as are 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 to, in the first Trustee or Mortgagor, and, second, to the Trustee herein as their interests may appear, which policies shall be set off and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior insurance premiums and the interest thereon, at the time or times when the same shall become due and payable.

In case of failure so to insure, or pay taxes or assessments, or the prior insurance 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 insurance 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 an additional indebtedness accrued hereby.

In case of failure, or 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, either with or without notice, be foreclosed, and in such event, 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.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosing of the same, 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 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, 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, shall be taxed 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 given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantee, and for the heirs, executors, administrators and assigns of said grantee, waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 grantee, appoint a receiver to take possession of or charge of said premises with power to collect the rents, leases and profits of the said premises.

In case of the death, removal or absence from said Cook

Dave J. Patterson

of said County is hereby appointed to be first successor in 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 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 12th day of July, A.D. 1993

Robert Thompson (SEAL)

Audie Williams (SEAL)

Barbara J. Hargrove (SEAL)

BCH 22  
23 38

Box No. ....

SECOND MORTGAGE

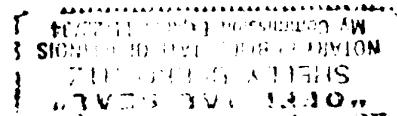
**Trust Deed**

TO

R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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



day of July A.D. 1993

12th

Gilmore, under my hand and Notarized this day of July 1993, that I, the above named Notary Public, do hereby certify that the above instrument, prepared before me this day in person, and acknowledged that it is my signed, sealed and delivered the said instrument.

Personally known to me to be the same person as whom name is affixed hereto and subscribed to the foregoing instrument.

I, the Undersigned, and Barbara J. Hartgrove, a Notary Public in and for said County, in the State of Florida, do certify that Robert Thompson, Audilee Williams and

County of Cook  
State of Illinois  
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