

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Alfred L. Parker, Jr., married to

Shirley A. Parker

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

for and in consideration of the sum of Twenty Two Thousand Six Hundred Ten 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 every appurtenance 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 3 (except the East 20 feet thereof) and Lot 4 (except the West 20 feet thereof)

in Kedzie's Subdivision of Block 58, in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. # 17-07-325-019

Property Address 2209 W. Washington Blvd., Chicago.

DEPT-D1 RECORDING

\$23.00

T#3333 TRAN 1826 09/13/93 10:44:00

\$2483 \$ 36-93-729024

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 Alfred L. Parker, Jr., married to Shirley A. Parker,

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 188.42 each until paid in full, payable to

E. M. Development Co., Inc., and assigned to Pioneer Bank and Trust Company.

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, to 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) without notice or demand, to pay all reasonable expenses of maintaining all buildings or improvements on said premises that may be deemed 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, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached, first, to the first Trustee or Mortgagor, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees 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.

In the Event of failure so 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 accrued hereby.

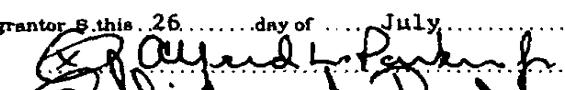
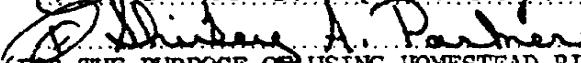
In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, 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 been matured by express terms.

It is Agreed by the grantor... that all expenses and disbursements paid on incurred behalf of completion in connection with the foreclosure, or of... including reasonable solicitors fees, court for documents, 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 paid at 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 grantor... and/or 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.

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 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 S this 26 day of July A.D. 1993


Alfred L. Parker, Jr. (SEAL)

Shirley A. Parker (SEAL)
 (FOR THE PURPOSE OF USING HOMESTEAD RIGHTS) (SEAL)

Box 22
25/2

Bar No.

SECOND MORTGAGE

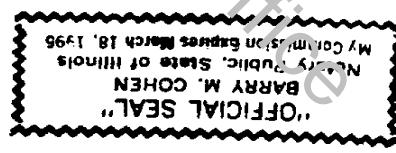
Trust Deed

TO

R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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



I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alfreed L. Barkat, Jr., personally known to me to be the same person, whose name is above, subscribed to the foregoing instrument as free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, before me this day in person, and acknowledge that, I, he, signed, sealed and delivered the said instrument in the presence of, and under my hand and Notarial Seal, this day of April, 1993.

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