

UNOFFICIAL COPY

NOTARIZED RECORDING NUMBER DATED

19931031

28-1600857

This Indenture, WITNESSETH, that the Grantor, **Elbert Thomas, Jr.** and **Mildred L. Thomas, his wife (J.)**

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Ten Thousand Two Hundred Sixty Eight and 88/100 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 and premises, situated

in the City of Chicago, County of Cook, and State of Illinois, to-wit:

Lot 32 in Block 16 in Bartlett's Central Chicago in the Southeast 1/4 in Section 4, and the Northeast 1/4 in Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #: 19-04-419-005

Property address: 4517 S. Lawler Avenue Chicago

DEPT-H1 RECORDING

23.00

T65305 TRAN 2097 09/30/93 10123100

#83104 23-783104

COOK COUNTY RECORDER

93783104

Herby 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, **Elbert Thomas, Jr.** and **Mildred L. Thomas, his wife (J.)**, justly indebted upon **one** retail installment contract bearing even date herewith, providing for **24** installments of principal and interest in the amount of \$**727.87**, each until paid in full, payable to **Chicago Metro Builders, Inc.** and assigned to **Pioneer Bank & Trust Company**.

93783104

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when due 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 ten 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 or damage shall not be committed on said premises, (5) that insurance companies named in complaint 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, will be clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustees 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.

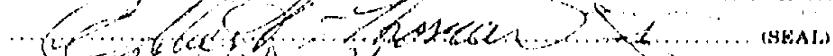
In the Event of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or any 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.

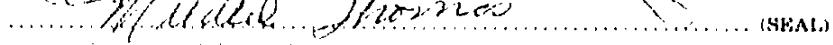
In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach,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

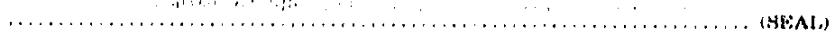
In Addition by the grantor, that all expenses and disbursements paid or incurred in behalf of complainants in connection with the foreclosing of the same - including reasonable attorney fees and disbursement of office stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, enacting foreclosure decree - shall be paid by the grantor, and the holder of the note and interest, by whomsoever it may be foreclosed, 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 additional debt upon said premises, shall be taxed to costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree or not, shall have been interdicted, 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 and in consideration of the same, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, and 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 case 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, this 18th day of August, A.D. 1993

 (SEAL)

 (SEAL)

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2307
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BX 22

Box No.

SECOND MORTGAGE

Trust Deed

TO

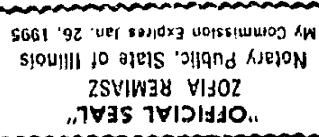
R. P. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office



day of August, A.D. 1993.

18th

I, the Undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Ebeneeze Thomas, Jr., and Mildred L. Thomas, his wife (J.) personally known to me to be the same person & whose name is, at the time of this instrument, appeared before me this day in person, and acknowledged that they agreed, soled and delivered the seal instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, in full, under my hand and Notarial Seal, this day of August, A.D. 1993.

County of Cook
State of Illinois
} \$5.