

UNOFFICIAL COPY

38-100-85

TRUST DEED RECORD MORTGAGE

1993

This Indenture, WITNESSETH, That the Grantor, Elbert Thomas, Jr. and Mildred I. 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 89/100 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 fol-
lowing 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 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-01 RECORDING 23.00

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COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the home-lead 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, Elbert Thomas, Jr. and Mildred I. 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 \$ 627.87 each until paid in full, payable to

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

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The Grantor covenant and agree 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 grantee herein, who is hereby au-
thorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, 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.

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 agree 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 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 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 foreclosure hereof - including reasonable
attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises and such other reasonable
- 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
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 for 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 gran-
tor, 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 whereby 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. 19 93

Elbert Thomas, Jr. (SEAL)
Mildred Thomas (SEAL)
(SEAL)
(SEAL)

2300
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BOX 22

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Bank

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

"OFFICIAL SEAL"
ZOFIA REMIASZ
Notary Public, State of Illinois
My Commission Expires Jan. 26, 1995

Notary Public

401682465

I, The Undersigned _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elbert Thomas, Jr. and
Mildred L. Thomas, his wife (J)
personally known to me to be the same person as whose name S. etc. subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said 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.
Went under my hand and Notarial Seal, this _____ 18th day of August, A. D. 1993

State of Illinois }
County of Cook }
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