

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE FOR

88-60435 CK

This Indenture, WITNESSETH, That the Grantor Jennie Sneed and James C. Sneed and Jerome Sneed (J)

of the City of South Holland 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 South Holland County of Cook and State of Illinois, to-wit: Lots 1, 2 and the East 10 feet of Lot 3 and all of Lot 7 in Viciente's Resubdivision of Lots E and F in Calumet-State-Sibley Addition, being a Subdivision of part of the Northeast 1/4 of Section 9, and the North 308-25/100 feet of Lot 2 of Verhoeven's Subdivision of the East 21-70/100 acres of the following described property to-wit: commencing 18 links East and 50 links South of the Northwest corner of the Southeast 1/4 of Section 9, Township 38 North, Range 14, East of the Third Principal; Thence East 28-13/100 chains; Thence South 13 1/2 degrees, East 29 chains to a stump on the North Bank of the Calumet River; Thence along the North Bank of said river to a point South 82 1/2 degrees West 14.11/100 chains from said stump; Thence North 32 degrees West 9.72/100 chains; thence North 10 1/2 degrees West 14.60/100 chains Thence West 80 links to East Edge of said River; Thence Northwest along edge of said river to the

place of beginning, in aforesaid Section 9, Township 36 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois.

P. R. E. I. #: 29-09-406-041, 042, 043, and 045 Prop. addr. 231 Sibley Blvd., South Holland

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 Grantors Jennie Sneed and James C. Sneed and Jerome Sneed (J) justly indebted upon one retail installment contract bearing even date herewith, providing for 60

installments of principal and interest in the amount of \$ 251.27 each until paid in full, payable to Chicago Builders, Inc. and assigned to Pioneer Bank & Trust Company

DEPT-01 RECORDING 423.00
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#0290 \$ * -93-891323
COOK COUNTY RECORDER

The Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon 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 or injury to or loss of or impairment of 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 approved 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 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 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 grantors 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 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. It is Agreed by the grantors that all expenses and disbursements paid or incurred in behalf of complainants in connection with the enforcement of said covenants including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosing decrees as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid 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 limited, not a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors 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 grantors or to any party claiming under said grantors appoint a receiver to take possession and 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 grantor, or of his refusal or failure to act, then David J. Patterson of said County is hereby appointed to be next successor in this trust, and if for any like cause said first successor fail or refuse to act, then the holder of the notes 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 soul of the grantor this 29th day of July A. D. 1993

Jennie Sneed (SEAL)
James C. Sneed (SEAL)
Jerome Sneed (SEAL)

2300 BANK BOH 22

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust deed

TO

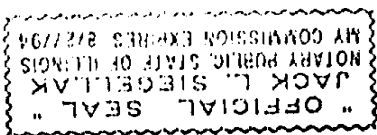
R.D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

080168306



Notary Public

day of July A. D. 1993

[Signature]

27th

personally known to me to be the same person B whose name B are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that C he X 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.

I, The Undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jennie Sneed and James C. Sneed and Jerome Sneed (J)

State of Illinois }
County of Cook }
55.