

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE

93958220

88-60555

This Indenture, WITNESSETH, That the Grantor George Hunter and Dorothy Hunter, his wife (J)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Eleven Thousand Eight Hundred Sixty-Six and 80/100 Dollars

in hand paid (CONVEY AND WARRANT) to R.D. MOGLYNN, 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 Chicago County of Cook and State of Illinois, to-wit:

LOT 18 AND THE NORTH 38.82 FEET OF LOT 19 IN BLOCK 3 IN THE RESUBDIVISION OF BLOCKS 1 TO 5 INCLUSIVE AND VACATED ALLEYS IN LANSINGH'S SECOND ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 2, 3, 4, 17, 18, 19 (EXCEPT THE WEST 146.17 FEET OF SAID LOTS 4 AND 17) IN KEDZIES SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.R.E.I.#: 16-22-214-059
PROPERTY ADDRESS: 1862 S. MILLARD AVE., CHICAGO

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 George Hunter and Dorothy Hunter, his wife (J)

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 127.78 each until paid in full, payable to Discount Home Remodelers, Inc. and assigned to Pioneer Bank & Trust Company

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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attachable to said first mortgage; 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 grantor 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 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 Annexed by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure thereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises, including foreclosure decree - shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 added to costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dissolved, nor 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 of his 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 grantor or his successor in trust, shall release said premises in the party entitled, on receiving his reasonable charges.

Witness the hand... and seal... of the grantor... this 2nd day of October A. D. 19 93

George Hunter
Dorothy Hunter

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Box 22 2300

93958220

UNOFFICIAL COPY

Box 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

Property of Cook County Clerk's Office
0-7-855636

DEPT-01 RECORDING \$23.00
T#3333 TRAN 7252 11/23/93 12:19:00
#2970 # * - 93 - 958220
COOK COUNTY RECORDER

"OFFICIAL SEAL"
STANLEY LIBBERMAN
Notary Public, State of Illinois
My Commission Expires 9/18/97

Stanley Libberman

Given under my hand and Notarial Seal, this 2nd day of October, A. D. 19 93

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Hunter, and Dorothy Hunter, his wife, (J) personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument in a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook } 55