

UNOFFICIAL COPY

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93146719

This Indenture, WITNESSETH, That the Grantor James E. Norris & Mary Ellen Norris, his wife (j)

of the city of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Six Thousand Four Hundred Fifty and 72/100 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 Chicago County of Cook and State of Illinois, to-wit:  
The Southernly half of Lot 65 in Block 5 in Hilliard and Dobbins First Addition to  
Washington Heights, a Subdivision of the East half of the North East Quarter of Section  
7, and the North West Quarter of Section 8, Township 37 North, Range 14 East of the  
Third Principal Meridian in Cook County, Illinois.

F.R.S.I. # 25-07-719-014  
Property Address: 9753 S. Prospect Ave., Chicago

DEPT-01 RECORDING \$23.00  
T64444 TRAM 4890 02/25/93 10:09:00  
#7685 # \* - 93 - 146719  
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 James E. Norris & Mary Ellen Norris, his wife (j)  
justly indebted upon ONE retail ins ally mt contract bearing even date herewith, providing for 48  
installments of principal and interest in the amount of \$ 134.39 each until paid in full, payable to  
Absolute Windows & Doors, Inc. and assigned to Pioneer Bank and Trust Company

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The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as set forth in and in said notes provided, or according to any agreement... (2) To pay prior to the first day of June in each year, all taxes and assessments against a... (3) 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 attached... (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 attached... (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 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 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 heard 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, at the time 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 reason 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 grantors, this 19th day of January, A. D. 19 93

x. Jan E. Norris (SEAL)  
x. Mary E. Norris (SEAL)  
(SEAL)  
(SEAL)

UNOFFICIAL COPY

Box No. 22

SECOND MORTGAGE

Trusteed

TO

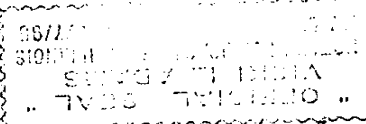
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

RE DEPT-01 RECORDING \$23.00  
T4444 TRAN 4890 02/25/93 10:09:00  
#7685 # \*-93-146719  
COOK COUNTY RECORDER



Notary Public

*Virgil L. Adams*

Given under my hand and Notarial Seal, this 19th day of January, A.D. 1993

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, Do hereby certify that James E. Norris and Mary Ellen Norris, his wife (J) personally known to me to be the same persons, whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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.

61296166

State of Illinois }  
County of Cook }