

UNOFFICIAL COPY

TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS)

S-170401 4754-55748

This Indenture, WITNESSETH, That the Grantor (A), Ronayut Kongsangobsakul, and.....

Prance Kongsangobsakul, married to each other.....

Property Address: 1224 S. Lombard.....

of the City of Berwyn, County of Cook, and State of Illinois.....

for and in consideration of the sum of Four thousand Three hundred Seventy and 28/100 Dollars

in hand paid, CONVEY AND WARRANT to R.D. McCILYNN, Trustee.....

of the City of Chillicothe, County of Cook, and State of Illinois.....

and to his successors in trust hereinabove 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

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

LOT SEVENTEEN ----- (17)

North Half (½) of LOT EIGHTEEN ----- (18)

In Block One (1) in Walleck's Subdivision of the East Quarter (¼) of the Northwest Quarter (¼) of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian.

P.R.E.I. 16-20-103-029.....

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), Ronayut Kongsangobsakul & Prance Kongsangobsakul, married to each other justly indebted upon one principal promissory note, bearing even date herewith, payable to Discount Home Remodelers and assigned to Pioneer Bank and Trust Co.

payable in 12 successive monthly installments each of \$364.19 due on the note commencing on the 4th day of Dec., 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 selected 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 Mortgagors, 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 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 off such 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 accrued hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, becoming irreparable, due and payable, and the 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 complaint in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of and premises, embracing foreclosure decree, 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 suspended, 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 his heirs, 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 the Event of the death, removal or absence from said County, of the grantee, or of his refusal or failure to act, then Joan J. Behrendt, 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, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. 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 October, A.D. 1985

X Ronayut Kongsangobsakul (SEAL)
X Prance Kongsangobsakul (SEAL)
X Barbara Behrendt (SEAL)

UNOFFICIAL COPY

SECOND MORTGAGE

847.04.01

Grant Deed

3470401

RECEIVED
R.D. McGLYNN, Trustee
OF TITLE

THIS INSTRUMENT WAS PREPARED BY:
3470401

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

For the sum of \$100.00
At the rate of 10% per annum
Received by

Property of Cook County Clerk's Office

Notary Public
I, Savely A. Lebedev,
notary public in and for said County, in the State of Illinois, do hereby certify that
permanently known to me to be the same persons, whose name is S.,
instrument, appraised before me this day in person, and acknowledged that E. the X signed, sealed, sworn and delivered the said instrument
in the presence of D. October, 1985
duly under my hand and Notarial Seal, this 18th
day of October, 1985.