

THIS INSTRUMENT WAS PREPARED BY CLARINETTE HAROLD CO. 4000 N. NORTH AVENUE CHICAGO

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Margaret Flory (Divorced).

Property Address: 1277 Earl

of the City of Des Plaines County of Cook and State of ... Illinois

for and in consideration of the sum of One thousand six hundred forty three and .76/100 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Des Plaines County of Cook and State of Illinois, to-wit:

Lot. Eleven (11). in Block Three (3). in Herzog and Kuntze's Subdivision of Lot

Eight (8). in Carl Lagerhausen's Estate Division of the Southwest Quarter (1/4)

of Section 20, Town 41 North, Range 12, East of the Third Principal Meridian in

Cook County, Illinois, according to Plat Document No. 1388466.

P.R.E.I. #09-0-306-009

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 Margaret Flory (Divorced),

justly indebted upon one principal promissory note, bearing even date herewith, payable to Weatherproof Unlimited Corporation and assigned to Pioneer Bank & Trust Company

payable in 36 successive monthly installments each of \$45.66 due

on the note commencing on the 8th day of March 1986, 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, to 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 receipt 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 low clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor or Trustee, until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the rate or rates 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, agrees, to repay immediately without demand, and the same with interest thereon from the date of payment of seven per cent, per annum, shall be so much additional indebtedness secured hereby.

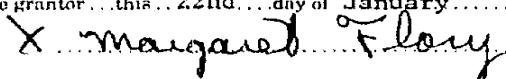
In THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest therefrom from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or all or any part of all or any said indebtedness, or the whole of said indebtedness, by action to quiet title.

If the grantor, or grantee, that all expenses and disbursements paid or incurred in behalf of claimant in connection with the foreclosure, are hereof—including reasonable solicitor's fees, notary 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 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 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 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

..... 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 22nd day of January A.D. 1986



(SEAL)

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UNOFFICIAL COPY

SECOND MORTGAGE

Box No.

Will App

3507997

1373544

3507997

REGISTRAR OF TITLES

APR 16

539 AM '86

THIS INSTRUMENT WAS PREPARED BY:

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

Submitted by 3507997

Address _____

Profession _____

Delivery date to _____

Date _____

Other parties to contract _____

Deed to _____

Address _____

Signed _____

CLAMDRONE

3507997

I, the undersigned,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Margaret Foley (Divorced)
personally known to me to be the same person, whose name is, subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she is signed, sealed and delivered the said instrument
as hereunder and voluntarily accts, for the uses and purposes hereinabove set forth, including the release and waiver of the right of homestead
given under my hand and Notarial Seal, this 22nd day of January A.D. 1986.

County of Cook
State of Illinois
} 55.