

This Indenture, WITNESSETH, That the Grantor Louis Brown and Emogene Brown (Married to Each Other) NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Eight Thousand Three Hundred Twenty Eight and 60/100 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:

LOT THIRTY THREE (except the South 15 feet thereof) (33)

South 20 feet of LOT THIRTY FOUR (34)

In Block Eleven (11), in BROUSE'S SUBDIVISION of the North 40 acres of the South

95 acres of the West 110 Acres of the South West Quarter (1/4) of Section 4,

Township 37 North, Range 14 East of the Third Principal Meridian,

P. R. E. I. #25-04-242-065 F. D. O. A. L. L. A.

Property Address: 2237 S. Wallace

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 Louis Brown and Emogene Brown (Married to Each Other) NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY, have entered into a mortgage contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 38.81 each until paid in full, payable to Better Builders Bureau Inc. and assigned to Pioneer Bank and Trust Company

NOTE IDENTIFIED

3691412

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises... (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... (6) To place such insurance in companies acceptable to the holder of the first mortgage indebtedness... (7) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable... (8) 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 liens affecting said premises... (9) 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... (10) 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 AGENED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof... including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises... abstracting foreclosure decree... shall be paid by the grantor... and the tax expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or 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 deemed, 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 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, 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. Bohrendt 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 soul of the grantor this 25th day of January A. D. 19 88

Handwritten signatures of Louis Brown and Emogene Brown with (SEAL) markings.

# UNOFFICIAL COPY

100301  
36

3 21  
36  
Not No. 13  
SECOND MORTGAGE

## Trust Deed

TO  
R. D. MCGILVYN, Trustee

Witnessed by

THIS INSTRUMENT WAS PREPARED BY:

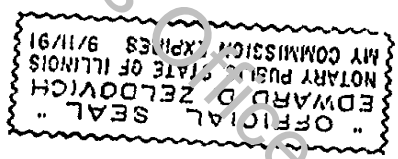
Pioneer Bank and Trust Company  
4066 W. North Ave.  
Chicago, Illinois 60639

Notified

3694412

PIONEER BANK & TRUST  
4000 W. NORTH AVE  
CHICAGO, ILL. 60639

Property of Cook County Clerk's



I, The undersigned  
Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Brown and Emogene Brown  
(Married to each other), NOT IN TENANCY, BUT IN JOINT TENANCY  
personally known to me to be the same persons, whose names are  
instrument, appeared before me this day in person, and acknowledged that the 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.  
Given under my hand and Notarial Seal, this 25th day of January, A. D. 19 38

State of Illinois }  
County of Cook } 55