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AK 92-45474

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Roth Bolling and Julia Bolling (married to each other)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Three thousand nine hundred fifty-two and 20/100 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 Sixteen (ex. North 22 ft.) (16)

Lot Seventeen (17)

North 4 ft. of Lot Eighteen (18)

In Block One (1) in 79th Street Addition to Cheltenham Beach, in the North West Quarter (1/4) of Section 31, Town 38 North, Range 15, East of the Third Principal Meridian.

Property Address: 7929 S. Kingston

P.R.E.I. #21-31-103-014

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Hereby releasing and waiving all rights under and by virtue of the home-head exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors Roth Bolling and Julia Bolling (married to each other)

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 65.87 each until paid in full, payable to

Better Builders Bureau, Inc. and assigned to Pioneer Bank & Trust Company

The Grantors 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. To keep all buildings now or hereafter erected on said premises, together with all improvements thereon, in good repair and to repair the same as they may be damaged or destroyed; 4. That waste to said premises shall not be committed or suffered; 5. To keep all buildings now or hereafter erected on said premises, together with all improvements thereon, in good repair and to repair the same as they may be damaged or destroyed; 6. To pay 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; 7. To pay all prior incumbrances, and the interest thereon, at the time of times when the same shall become due and payable.

In the Event of failure to pay such taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may remove such incumbrance or pay such taxes or assessments or discharge of purchase any lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and in whole or in part, as the grantor or Trustee may agree, in repayment immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum shall be so such additional indebtedness secured hereby.

In the Event of a breach of any of the above said covenants or agreements, the whole of said indebtedness, including principal and all interest thereon, 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 percent 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.

In the Event of the grantor's failure to pay such expenses and disbursements, or to incur in behalf of complainant in connection with the foreclosure of said mortgage, including reasonable expenses, out-of-pocket for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and such other costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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. 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 5th day of December A. D. 1988

Julia Bolling
Roth Bolling

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

NOTE IDENTIFIED

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Doc No. 105

SECOND MORTGAGE

Trust deed

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R.D. McGINN

THIS INSTRUMENT WAS PREPARED BY:

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

Deliver to: \_\_\_\_\_

Address: \_\_\_\_\_

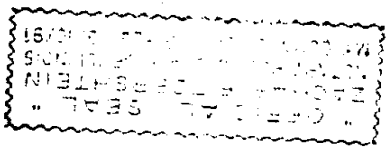
Deliver duplicate to: \_\_\_\_\_

Notar: \_\_\_\_\_

3767871

PIONEER BANK  
4000 W. NORTH AVE.  
CHICAGO, IL 60639

Property of Cook County Clerk's Office



*Robert J. Seale*  
Notary Public

Given under my hand and Notarial Seal this 5th day of December A.D. 1988

I, the undersigned  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roth Bolling and Julia Bolling  
(married to each other)  
personally known to me to be the same person whose names are set forth in 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.

State of Illinois  
County of Cook

58