

22 975 432

This Indenture, WITNESSETH, That the Grantors

CHARLIE HOSKINS and EMMA LEE HOSKINS, his wife and

PINK HOSKINS and MARTHA HOSKINS, his wife

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

for and in consideration of the sum of Forty nine hundred fifty and 72/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 3 in Boves Subdivision of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 except the South 2 feet of lot 11 in the Subdivision of Block 7 in Morton and O'HERS Subdivision of the East 1/2 of the North West 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian.

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 Grantors CHARLIE HOSKINS and EMMA LEE HOSKINS, his wife and PINK HOSKINS and MARTHA HOSKINS, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable

CHURCHILL BUILDERS, INC., for the sum of Forty nine hundred fifty and 72/100 Dollars (\$4950.72) payable in 71 successive monthly instalments each of \$ 68.76 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 5th day of March 1975, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein set 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, improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings as now or at any time on said premises insured in companies to be 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 Mortgagee, and, second, to the Trustee herein as to the interest thereon, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay, prior to incurrence 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 incurrence or the interest thereon when due, the grantors shall be liable for 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 any all prior incurrence and the interest thereon from time to time, and all money so paid, the grantors agree to repay immediately without interest, 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 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 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 become due.

It is Agreed by the grantors 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 title of said premises embracing foreclosure proceeds shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors, for said grantors and for the beneficiaries, administrators and assigns of said grantors, 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 enforce this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantors, or to any party named under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the proceeds 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 August G. Merkel of said County is hereby appointed to be first receiver 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 receive said premises in the part entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 23rd day of January A. D. 1975

Handwritten signatures and seals: Charlie Hoskins (SEAL), Emma Lee Hoskins (SEAL), Martha Hoskins (SEAL), PINK HOSKINS (HWAID)

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