

# UNOFFICIAL COPY

TRUST DEED

NO. 101NW

851-12714 49-44692

This Indenture, WITNESSETH, That the Grantor Vaness as joint tenants and the Grantee David Johnson and wife

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Five thousand two hundred eighty five and Dollars 40/100 in hand paid, CONVEY AND WARRANT to GERALD E SIKORA, 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 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 35 in Block 4 in Hawke's South Park Subdivision of the South West 1/4 of the Northeast 1/4 of the Southeast 1/4 and the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 22, Township 38 North, Range 1/4 East of the Third Principal Meridian, In Cook County, Illinois.

Commonly Known As: 6833-South Champlain - Chicago, Illinois Permanent Tax NO. 20-22-411-014-0000

Herby 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 David Johnson and Vaness Johnson, his wife as joint tenants justly indebted upon Unique Contractors, Inc. principal promissory note bearing even date herewith, payable

payable in 60 successive monthly installments, each of \$8.09 due monthly on the note commencing on the 80 day of Sept 1985 and on the same date of

each month thereafter, until full, with interest after maturity at the highest lawful rate.

The Grantor, covenant and agree, as follows: (1) To pay and indebtedness and the interest thereon, as herein and in said note provided, according to any agreement respecting time of payment; (2) to pay the taxes and other charges which may be levied against said premises, and on demand to pay the same, and to pay such taxes and other charges as shall be levied on account of any building or improvement thereon when the same has been assessed; (3) that he will to said premises at all times now or at any time in the future be fully insured in companies so selected, the grantee or any other person so authorized to do so, to keep all buildings in compliance acceptable to the holder of the first mortgage indebtedness, with the usual and customary insurance rates for buildings of like character; (4) to pay the total amount of fully paid, (5) to pay all prior encumbrances, 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 other encumbrances, the holder thereof will, the greater of the holder of said indebtedness, may procure such insurance or payment, and shall charge the same to the grantor, and the grantor, shall pay the same immediately when demanded, and the same to be paid within three days from the date of payment by said person, or persons, who may be so required to do so;

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the holder 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 law, and law, or both the said holder, and the grantor, had there matured by express.

It is Agreed by the grantor, that all personal and improvements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable which, or fees, of any kind, which may be charged for collection of same, and including the whole title of premises, and right to have it held and kept by the grantee, and all costs and expenses of collection, represented by any and all documents where the grantor or any holder of any debt, laid if foreclosed as such, may be a party, shall be paid by the grantee. All such expenses and disbursements shall be an additional sum paid and recovered shall be taken into account and deducted any debts that may be recovered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall be commenced, until all such expenses and disbursements, and the cost of suit, including attorney fees, or legal expenses, and all expenses of collection, and for the holder of the same, and all other expenses, all held in the possession of, and for whom, and for whom pending such foreclosure proceedings, and before the same is filed 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 City of Cook, County of the grantee, or if he refused or failed to set, them Thomas F. Bussay, of said County is hereby appointed to be first successor in this trust, and if for any like cause and first successor fail or refuse to act, the person who shall then be the acting Receiver 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 25th day of July, A.D. 1985

David Johnson (SEAL)  
Vanessa Johnson (SEAL)  
                   (SEAL)

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State of Illinois  
County of Cook

{ ss.  
I, Ellen Sugerman

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
David Johnson and Vaness Johnson  
(Married to each other) as joint tenants  
personally known to me to be the same person whose name are subscribed to 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.

Sub under my hand and Notarial Seal this 25th  
day of July A.D. 1985

*Ellen Sugerman*  
Notary Public

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# Trust Deed

Box No. 146

DAVID & VANESS JOHNSON,  
6833 S. CHAMPLAIN  
CHICAGO, ILLINOIS 60637  
TO

GERALD E. SIKORA Trustee  
LAKEVIEW TRUST AND SAVINGS BANK  
3221 NORTH ASHLAND AVENUE  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

UNIQUE CONTRACTING, INC.

441 W. BELMONT  
CHICAGO, ILLINOIS 60641  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

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