

This Indenture, WITNESSETH, That the Grantor BESSIE POLLARD & MELVIN POLLARD AS JOINT TENANTS

of the CITY of CHGO. County of COOK and State of ILLINOIS for and in consideration of the sum of THREE THOUSAND SEVEN HUNDRED EIGHTY FOUR 80/100 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: LOTS 51 AND 52 IN BLOCK 9 IN CRAGIN BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 4948 W. WABANSIA, CHICAGO P. I. N. 13-35-416-063

Hereby releasing and waiving all rights under and by virtue of the home-stead 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 BESSIE POLLARD & MELVIN POLLARD AS JOINT TENANTS

justly indebted upon one real estate contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 28.85 each until paid in full, payable to

FOSTER BUILDERS ASSIGNED TO LAKEVIEW BANK

564977405

THE GRANTOR covenants and agrees 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) 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 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 their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, 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 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 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 accrued 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 AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of itself including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree 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 of 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 and 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 July A. D. 19 87

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

Melvin J. Pollard Bessie Pollard

Handwritten initials and marks on the left margin.

UNOFFICIAL COPY

Box No. 1410

# Trust deed

Robert W. Johnson (Petland)  
4978 W. Hubbard Ave.  
Chicago, Ill 60639

TO

Trustee  
William J. Pollard  
3901 N. Dearborn  
Chicago, Ill 60639

THIS INSTRUMENT WAS PREPARED BY:

Theater Guild  
330 W. Fullerton  
Chicago, Ill 60639



86497405

DEPT-91 RECORDING \$11.00  
T#1111 TRAN 0900 10/24/86 12:52:00  
#2318 # C \* 86-497405  
COOK COUNTY RECORDER

86497405

I, CARL SEBASTIAN  
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
MELVIN J. and Jessie Pollard  
 personally known to me to be the same persons whose names  
 instrument, appeared before me this day in person, and acknowledged that they  
 subscribed to the foregoing  
 as 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 8th day of SEP 1986  
Carl Sebastian  
 Notary Public

Property of Cook County Clerk's Office