

UNOFFICIAL COPY

TRUST DEED

32-38761CK

This Indenture, WITNESSETH, That the Grantor Doris M. Johnson and Willie E. Johnson

Property Address: 7144 S. Paulina 86555026

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

for and in consideration of the sum of Three Thousand Eight Hundred Ninety Six and 40/100 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 283 and the North 1/2 of Lot 284 in Dewey and Cunningham's Subdivision of the North 3/4 of the East 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois P.R.E.I. 229-30-205-042

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 Doris M. Johnson and Willie E. Johnson justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 64.94 each until paid in full, payable to

The Grantor 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) that waste to said premises shall not be committed or suffered, (4) to keep all buildings now or at any time on said premises insured in compliance to be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached hereto, to the first Trustee or Mortgagee, and second, to the Trustee herein at their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, (5) 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 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 Agreed by the grantor 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 preparing or completing abstract showing the whole title of said premises, including foreclosure decree shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, 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 paid 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, not 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, or for his heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and claims from, said premises pending such foreclosure proceedings, and agrees 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 grantor, 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 grantor 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 21st day of October, A. D. 1986

Doris M. Johnson (SEAL)
Willie E. Johnson (SEAL)

Vertical stamp: REC-86555026

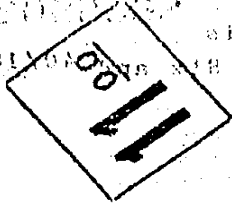
Trust Deed

R. D. McGLYNN, Trustee

TO

THIS INSTRUMENT WAS PREPARED BY:

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



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FOR THE PURPOSES OF THIS DEED, THE TRUSTEE HAS BEEN AUTHORIZED BY THE BOARD OF DIRECTORS OF THE TRUSTEE TO EXECUTE THIS DEED IN WITNESS WHEREOF, THE TRUSTEE HAS HEREBY SET HIS HAND AND SEAL AT CHICAGO, ILLINOIS, THIS 11TH DAY OF NOVEMBER, 1986.

Property of Cook County Clerk's Office

DEPT-01 RECORDING 511.00
TRM333 TRAN 4317 11/21/86 09
#0086 #14 *E6-0E00 RA
COOK COUNTY RECORDER

My Commission Expires Sept. 5, 1989

Notary Public

Ann Deppa

day of October, A. D. 1986.

Given under my hand and Notarial Seal, this 11th day of October, 1986.

Each of the foregoing persons, appearing before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing instrument, including the release and waiver of the right of homestead.

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that PORTIA K. JOHNSON and WILLIE E. JOHNSON are the persons whose names are subscribed to the foregoing instrument.

State of Illinois }
County of Cook }