

UNOFFICIAL COPY

362 228 32-37464

This Indenture, WITNESSETH, That the Grantor John W. Herd and Almedia Herd, his Wife 86250292

Property Address: 4047 W. Maypole of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Two thousand four hundred eighty-eight & 32/100 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 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 47 in F. S. Tyrrells Subdivision of Block 17 in West Chicago Land Company's Subdivision of the South half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian. P.R.E.I. #16-10-416-005

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 John W. Herd and Almedia Herd, his Wife justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 62.12 each until paid in full, payable to

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 or loss of 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 compliance with the policy of 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 held 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 to insure, or pay 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 thereof - 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 - 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, 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 his heirs, executors, administrators and assigns of said grantor waives all right to the possession of, and income 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 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 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 29th day of MAY A. D. 19 86. X John W. Herd (SEAL) X Almedia Herd (SEAL) (SEAL) (SEAL)

Box 22

86250292

UNOFFICIAL COPY

Box No. ....

Trust Book

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

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66205298

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#3333 TRAN 5140 06/19/86 11:07:00  
#8451 # A \* 06-250292

Notary Public

*Richard P. Foley*

MAY 19 86

29th

When under my hand and Notarial Seal, this

instrument, appeared before me this day in person, and acknowledged that the Y 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

personally known to me to be the same person, whose name is

are

subscribed to the foregoing

John W. Herd and

Almedia Herd, his wife

I, the undersigned

State of Illinois }  
County of Cook }  
58

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