

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Gary Brown and Cheryl L. Brown, his Wife

Property Address: 8825 S. Morgan of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Four thousand six hundred forty-nine & 76/100 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: The North 17.5 feet of Lot 38 and the South 15 feet of Lot 39 in Block 13 in Cole's Subdivision of the North 95.37 acres of that part of the Northeast 1/4 lying Northwest of the Chicago, Rock Island and Pacific Railroad of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, P.R.E.I. #25-05-213-040 M.C. ALL

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 Gary Brown and Cheryl L. Brown, his Wife

justly indebted upon one real estate installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 129.16 each until paid in full, payable to

The Grantors covenants and agree as follows: 1. To pay said indebtedness and the interest thereon, as herein and as aforesaid provided, according to any agreement extending time of payment; 2. To pay, prior to the first day of June in each year, at least and as aforesaid, all taxes and assessments against said premises and so demand to exhibit receipts therefor; 3. Within sixty days after destruction or damage to, or removal or removal of, buildings or improvements on said premises, that have been destroyed or damaged, 4. That water to said premises shall not be restricted or suffered; 5. To keep all buildings, improvements and other structures on said premises in good repair, to be completed by the grantors herein, who is hereby authorized to place such insurance or compensation acceptable to the holder of the first mortgage indebtedness, with reasonable attention to the first Trustee or Mortgagee, and second, to the Trustee herein, as their interests may appear, which proceeds shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; 6. To pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable; 7. To pay to the holder of the first mortgage indebtedness, and to the Trustee herein, as their interests may appear, all taxes and assessments against said premises, and to pay all prior indebtedness, and the interest thereon, from time to time, and all money so paid the grantors agree to repay, as stated in a written demand, and the same with interest, hereon from the date of payment at seven percent per annum, shall be so much additional indebtedness secured hereby; 8. 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, or third party, become immediately due and payable, and a lien thereon, from the time of such breach, at seven percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, in both the State of Illinois and in the Federal District Court of the United States, in Cook County, Illinois; 9. If it appears to the trustee that a deficiency and disbursements paid in whole or in part, in satisfaction of such indebtedness, shall be insufficient to pay the same, the trustee may require the grantors to pay the deficiency and disbursements, as aforesaid, in any and all proceedings, whether in the State of Illinois or in the Federal District Court of the United States, in Cook County, Illinois, and the grantors agree to pay the same, with interest, as aforesaid, and to execute all such responses and disbursements, and the costs of suit, including so much as may have been paid. The grantors, the said grantors, and the trustee, administrators and assigns of said grantors, shall be bound to the payment of and to the same from and among themselves, and to the holder of the first mortgage indebtedness, and agree that upon the filing of any suit to foreclose this Trust deed, the trustee shall be notified, and shall may at once and without delay, in the said grantors, or in any party claiming under said grantors, appoint a receiver to take possession in charge of said premises and to pay 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 grantors, or of his refusal, or failure to act, then

Jean C. 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 trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 36th day of APRIL A. D 19 86

X Gary Brown
X Cheryl L. Brown

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

Box 22

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UNOFFICIAL COPY

Box No. ....

Trust Deed

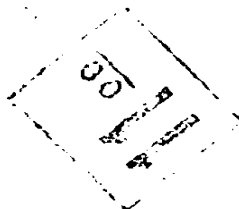
TO

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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DEPT-01 RECORDING \$11.00  
TK3333 TRAN 5897 06/23/86 11:19:00  
#9779 # A \*--04-255050  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

My Commission Expires April 22, 1990

1986

day of

APRIL

A. D. 19 86

before me, the undersigned, a Notary Public in and for said County, in the State of Illinois, this 26th

personally known to me to be the same person whose name is 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 the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that GARY BROWN and CHERYL L. BROWN, his wife

State of Illinois  
County of Cook

55.

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