

**UNOFFICIAL COPY**

# 32-37496

**This Indenture,** WITNESSETH, That the Grantor **Alma L. Foster**  
**Property Address:** 8433 S. Paulina

of the **City** of **Chicago**, County of **Cook**, and State of **Illinois** **86260142**  
 for and in consideration of the sum of **Three thousand six hundred forty-four & 64/100 Dollars**  
*in hand paid, CONVEY, AND WARRANT to R.D. McCLYNN, 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 34 in Block 13 in Neuman and Harts Addition to Englewood Heights,**  
**in Section 31, Township 38 North, Range 14, East of the Third**  
**Principal Meridian, in Cook County, Illinois.** **M.C.**

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 **Alma L. Foster**

justly indebted upon **one regular installment contract bearing even date herewith, providing for 36**  
**installments of principal and interest in the amount of \$ 101.24** **86260142**  
 to be paid monthly, commencing on the day of **May**, each until paid in full, payable

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 levied and promissed, and on demand to exhibit receipts therefor, (3) within thirty days after destruction or damage to rebuild or restore all buildings, improvements and personal property which have been destroyed or damaged, (4) that rents to said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises in repair to be adopted to the trustee herein, who is hereby authorized to place such insurance or compensation acceptable to the trustee, (6) that the trustee may collect the same at the clause of payable first, to the last Trustee of Mortgagor and, second, to the trustee herein, their respective successors and assigns, shall be liable and remain with the said Mortgagor or his executors until the indebtedness is fully paid, (6) to pay all prior rentals, taxes, and the unpaid interest thereon, at the time of time when the same shall become due and payable.

In case of failure so to do, to pay taxes or assessments, or the amount unclaimed on 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 bill or title affecting said premises or pay all prior rentals 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 case 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 all of said indebtedness so then matured by express term.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of complaint in connection with the foreclosed herein, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of preparing 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 grantee 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 debt 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 release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid. The grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession, and income from, and 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 remaining under and 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  
 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 charge.

Witness the hand, and seal, of the grantor, this **10th** day of **MAY**, **A. D. 19** **86260142**

*Alma L. Foster.* **(SEAL)**

**(SEAL)****(SEAL)****(SEAL)**

*Box 22*

# UNOFFICIAL COPY

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Box No. ....

R.D. McGLYNN, Trustee

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

THIS INSTRUMENT WAS PREPARED BY:

9626014



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DEPT-01 RECORDING  
TRAC 6678 06/25/84  
#1083 #A-B-C  
TICKET COOK COUNTY RECORDER

Day of ..... MAY ..... A.D. 19...86

Witness under my hand and Notarial Seal, this ..... Oct 4

personally known to me to be the same person - whose name is John Doe. I am a subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be his free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

"Nestery Public in aid for kind County, in the State of Florida.

Quality at Good  
Prices