

UNOFFICIAL COPY

66-286-532-37607

This Indenture, WITNESSETH, That the Grantor Jimmie L. Conner and Robin R. Conner, his Wife

Property Address: 1020 N. Lockwood Chicago Cook Illinois

86286315

for and in consideration of the sum of Six thousand three hundred seventeen & 40/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

of the City 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 43 in Hogenson's 3rd Addition, being a subdivision of the west quarter of the east half of the northeast quarter of the southwest quarter and the east 175 feet of the west half of the northeast quarter of the southwest quarter of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #16 04-313-029 16.

Horoby 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 Jimmie L. Conner and Robin R. Conner, his Wife justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 105.29 each until paid in full, payable to

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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 in the first day of June in each year, all taxes and assessments on the 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 if they 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 grantor 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 left 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... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be as 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 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 foregoing hereof--including reasonable collectors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling 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 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 discontinued, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor... for said grantor... by the heirs, executors, administrators and assigns of said grantor... waive... all right in the possession of, and income from, said premises pending such foreclosure proceeding, 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 in 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 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 18th day of JUNE A. D. 19 86

Jimmie L. Conner (SEAL)
Robin R. Conner (SEAL)

Box 22

86286315

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Box No.

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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DEPT-01 RECORDING \$11.00
T#3333 TRAN 2374 07/10/86 09:47:00
#4109 # A * 84-284315
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

I, *Patricia Vogt*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *James L. Conner and Robin E. Conner* personally known to me to be the same person whose name *I* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. (Signed under my hand and Notarial Seal, this *18th* day of *June* A. D. 19 *86*)
Notary Public: *Patricia Vogt*

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