

UNOFFICIAL COPY

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32-37920

This Indenture, WITNESSETH, That the Grantor **Suradet Yongsawai and Sukanya Yongsawai, his Wife**

Property Address: **4206 N. Harding**

of the City of Chicago, County of Cook, and State of Illinois **863572(14)**

for and in consideration of the sum of **Eight thousand three hundred seventy & no/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 33 and North 6 feet of Lot 32 in Block 17 in Subdivision of Blocks 1 through 31 both inclusive in W. B. Walker's Addition to Chicago in South West 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**  
**P.R.E.I. #13-14-308-029 (acc) 75**

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 **Suradet Yongsawai and Sukanya Yongsawai, his Wife**

justly indebted upon **one retail installment contract bearing even date herewith, providing for 6C**  
installments of principal and interest in the amount of \$ **1,295.00**, each until paid in full, payable to

The Grantor covenants and agrees as follows: 1. To pay said indebtedness and the interest thereon, principal and interest 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 rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged. 4. That no part of said premises shall not be demolished or suffered. 5. To keep all buildings new or at least equal in value to said premises restored or compensated to a standard by the grantee herein, who is hereby authorized to place such insurance to compensate acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be held and remain with the said Mortgagors or Trustees until the indebtedness is fully paid. 6. To pay all prior encumbrances, and the interest thereon at the time or times when the same shall become due and payable.

In case of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest therein when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase the title or title affecting said premises and pay all prior encumbrances and the interest thereon from time to time, and all money so paid by the grantee, agrees to repair immediately without demand, and the same with interest at seven per cent, per annum from the date of payment at seven per cent, per annum, shall be so much additional indebtedness incurred hereby.

In case of failure to make any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest accrued, shall, at the option of the legal holder, be foreclosed, being immediately due and payable at such time or times as seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the costs of which, including attorney's fees, shall be recovered by prior terms.

It is Agreed by the grantor, that all expenses and disbursements paid or incurred in holding or collecting in connection with the foregoing, he and — including reasonable solicitors fees, outlays for documentary evidence, Notary public charges, cost of printing or copying, and all other expenses of collection, 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 an interest in said indebtedness, as such, may be a party, shall also be paid by the grantor. A. such expenses and disbursements shall be an additional sum upon said premises, which he bears on 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 dissolved, and no release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for and grantor and his heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose the Trust Deed, the result in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appear a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

In case 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 covenants and 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 the 20th day of

JUNE

A. D. 19 86

*Suradet Yongsawai*  
*Sukanya Yongsawai*

(SEAL)

(SEAL)

(SEAL)

Box 22

863572(14)

# UNOFFICIAL COPY

## Trust Deed

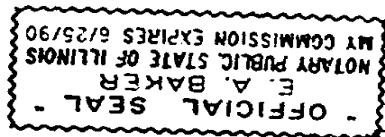
Box No. ....

TO  
R.D. McCLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

DEPT-01 RECORDING \$11.00  
T#83333 TRAN 3712 05/15/86 11:06:00  
#6267 # A - 56-357204  
COOK COUNTY RECORDER



Notary Public

E.A. BAKER

day of JUNE A.D. 19 86

doth under my hand and Notarial Seal, this 20th

personally known to me to be the same person whose name is ATE, subcribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he X'd signed, sealed and delivered the said instrument in the presence and voluntary act, for the uses and purposes herein 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 certify certifly that Guntadet Xongsaowat, and Sukanya Xongsaowat, his wife, doth

County of Illinois }  
State of Illinois }  
} 55.

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103229 98.

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