

UNOFFICIAL COPY

Date 32-38046

86381589

**This Indenture,** WITNESSETH, That the Grantor **Juanita Ruth Jordan****Property Address:** 10446 S. Eggleston

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Fifteen thousand fifteen and 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 hereinabove 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 12 in Block 18 in Teninga Brothers and Company's Fifth Bellevue Addition to Roseland, being a Subdivision in the Northwest 1/4 of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #25-16-112-032 *MIC*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 **Juanita Ruth Jordan**

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 178.75 each until paid in full, payable to

**THE GRANTOR** ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 receipt 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 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 acceptable to the holder of the first mortgage indebtedness, with such 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 kept and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time when the same shall become due and payable.

In the Event of failure to pay to the holder of said indebtedness, or discharge or purchase any tax lien or title affecting said premises or, at 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, the sum from the date of payment at seven percent, 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 earned 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 percent, 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 on behalf of complainant in connection with the foreclose are credit ... including reasonable collection fees, outlays for documentary evidence, stenographer's charges cost of procuring or completing abstract showing the whole title of said premises, advertising fees, attorney's fees, — shall be paid by the grantor ... and the like expenses and disbursements, occasioned by any action or proceeding taken by the grantor in 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 levied as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be discussed, nor a release hereof given, until such time as the holder of said indebtedness, and the amount of costs, including collector's fees have been paid. The grantor ... for and grantor ... and/or the heirs, executors, administrators and assigns of said grantor ... waive ... all right to the possession of, and income from, said premises pending such foreclosure proceedings, nor agree ... that upon the filing of any bill to foreclose the 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 and 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 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 ... *Juanita Ruth Jordan* (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Box 22

86381589

# UNOFFICIAL COPY

# Trust Deed

Box No. ....

TO

R.D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

86381589



My Commission Expires Sept. 10, 1988

day of JUNE A.D. 1986

18th

Given under my hand and Notarial Seal this

I, *James S. McNamee*, Notary Public in and for said County, in the State aforesaid, do certify certify that *James S. McNamee, Ruth Jordan*

Personally known to me to be the same person whose name is *James S. McNamee, Ruth Jordan* subscribed to the foregoing

Instrument, appeared before me this day in person, and acknowledged that the same is his, hers, or theirs, sealed, signed 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.

State of Illinois  
County of Cook  
} 55.

86381589