

# UNOFFICIAL COPY

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86395781

This Indenture, WITNESSETH, That the Grantor (s) William H. Jones Jr. and

Arsamae Jones, his wife

Property Address: 7652 S. Normal

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

for and in consideration of the sum of Four thousand Nine hundred Six and 80/100 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 South Twenty six feet seven and one half inches (26' 7 1/2") of the North Forty six feet seven and one half inches (46' 7 1/2") of Lot Eleven (11) (except the West Thirty five feet (35') thereof) in Block Eight (8) in Auburn Park, a subdivision of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

P. R. E. I. 20-28-311-027 *Dm*

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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 William H. Jones Jr. & Arsamae Jones, 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 \$ 81.78 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 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 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 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 selected by the grantee herein, who is hereby authorized in 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; (7) to procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay... for 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 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 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 foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, extracting foreclosure decree in 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 interest 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 reversed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for 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, 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 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 he 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 grantor 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 1st... day of July... A. D. 19 86

*William H. Jones Jr.*  
*Arsamae Jones*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

18722338

Box 22

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Box No. ....

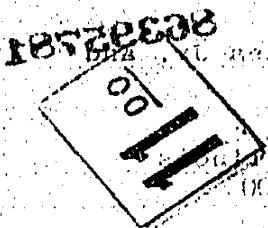
Trust Deed

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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



18722281

DEPT-01 RECORDING  
#13333 TRAN 0828 09/05/86 11:11:00  
#1347 # 9-06-2957  
COOK COUNTY RECORDER

18756698

Property of Cook County Clerk's Office

I, the undersigned  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
WILLIAM H. JONES, JR. and ARGAMEE JONES, his wife  
are  
personally known to me to be the same person whose name  
S  
are  
instrument, appeared before me this day in person, and acknowledged that the Y signed, sealed and delivered the said instrument  
as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
GIVEN under my hand and Notarial Seal, this 1st day of July, A. D. 19 86.  
Notary Public