

UNOFFICIAL COPY

92-32103

This Indenture, WITNESSETH, That the Grantor **Rebecca Hawkins** A/K/A **Rebecca**

Kendricks and Thelma Hawkins **96399008**

Property Address: **315 S. Sacramento**

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

for and in consideration of the sum of **Nine thousand nine hundred 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 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

Lot 11 in Block 4 of Jas. Conch's Subdivision of the North one-half of the South one-half of the Northwest one-quarter, Section 13,

Township 29 North, Range 13,

P.R.E.I. #16-13-121-012

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in this st, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantor's **Rebecca Hawkins A/K/A Rebecca Kendricks and Thelma**

justly indebted upon **one** real estate installment contract bearing even date herewith, providing for **60** installments of principal and interest in the amount of \$ **165.00** each until paid in full, payable to

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon herein and in said notes provided, or according to any agreement extending time of payment, (2) to pay from 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 building or improvement 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 to be selected by the grantee 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 held 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 pay back any tax lien or title affecting said premises, pay 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 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 covenant or agreements for the whole of said indebtedness, including principal and all parties 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 or interest, including reasonable solicitors fees, outlays for disbursements, evidence, stamps, paper, charges, cost of printing, or completing abstract, showing the whole title of said premises, including foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, as incurred 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 a decree of sale shall have been entered or not, shall not be assessed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor for said grantor and on the heirs, executors, administrators and assigns of said grantor, covenants and agrees to give all right to the possession of said premises from said premises pending such foreclosure proceedings, and upon the filing of any bill to foreclose this Trust deed, the court in which such bill is filed, any of them, 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 heirs 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 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 **2nd** day of **JUNE**, A. D. 19 **86**

X **Rebecca Hawkins**
X **A. Rebecca Kendricks**
X **Thelma Hawkins**

(SEAL)
(SEAL)
(SEAL)

BOX 22

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