

UNOFFICIAL COPY

87419504

This Indenture, WITNESSETH, That the Grantor Otis Potts and Gloria Young

of the City of Chicago, County of Cook, and State of Illinois
 for and in consideration of the sum of Four Thousand Nine Hundred Fifty Six and 48/100 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 23 in Block 2 in Mills & Sons Subdivision #2 in the Southeast
 Quarter of Section 32, Township 40 North, Range 13 East of the Third
 Principal Meridian, in Cook County, Illinois.
 P.R.E.I. #13-32-406-018 G-70 NO
 Property Address: 1707 N. Mason

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 Otis Potts and Gloria Young

justly indebted upon one retail installment contract bearing even date herewith, providing for 36
 installments of principal and interest in the amount of \$ 137.68 each until paid in full, payable to

THE GRANTOR covenants and agrees 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 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 Mortgagees or Trustee until the indebtedness is fully paid; (4) 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 grantor 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 any 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 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 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 solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, enhancing foreclosure decree—shall be paid by the grantor; and the like expenses and disbursements shall be paid by any suit or proceeding wherein the grantor 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, whether decree of sale shall have been entered or not, shall not be disallowed, 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, hereby irrevocably authorizes, ratifies, and agrees, 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, and to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal of residence, or disability of the grantor, the 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 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 15th day of March, A. D. 19 87

Otis Potts
 Gloria Young

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Box 22

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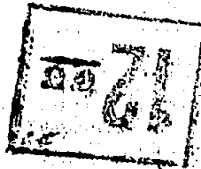
Box No.

Trust deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

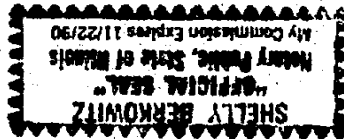
Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639



-87-419504

Property of Cook County Clerk's Office

DEPT-01
TRAN 4603 07/30/87 12:12:00
#3276 # C *-87-419504
COOK COUNTY RECORDER



Notary Public.

Shelly Berkowitz

day of March A.D. 19 87

Given under my hand and Notarial Seal, this 15th

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument personally known to me to be the same person whose names are

OTIS, BOTS AND GLORIA YOUNG

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

SHELLY BERKOWITZ

State of Illinois }
County of Cook }
151