

UNOFFICIAL COPY

7 1 1 3 4 2 5 32-39114

TRUST DEED

87006485

This Indenture, WITNESSETH, That the Grantor Robert W. Burns and Cheryl M. Burns, his wife

Burns, his wife

Property Address: 9343 National Avenue

of the City of Morton Grove, County of Cook and State of Illinois

for and in consideration of the sum of Three Thousand One Hundred Forty One and 72/100 Dollars in hand paid, CONVEY AND WARRANT

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 Morton Grove, County of Cook and State of Illinois, to-wit:

Lot 1 in 7th Addition to Mills Park Estates being Mills and Sons

Subdivision in Section 18, Township 41 North, Range 13, East of the

Third Principal Meridian, According to the Plat thereof recorded

May 20, 1954 as Document Number 15911962, in Cook County, Illinois.

P.R.E.I. 119-18-119-005 W.S C-F-D

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

WHEREAS, The Grantors Robert W. Burns and Cheryl M. Burns, his wife

justly indebted upon one (1) note, in full, of date bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$87.27 each until paid in full, payable to

87006485

THE GRANTOR covenants and agrees to pay, to the trustee, the principal and interest thereon as herein and in said notes provided, or according to any agreement extending time of payment, (2) to pay prior to the maturity of said notes and assessments against said premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to said premises, to file a copy of the insurance policy and receipts that may have been destroyed or damaged, (4) that waste to said premises shall not be committed or suffered, (5) to keep all taxes, assessments, charges and payments that may be levied or assessed against the premises, who is hereby authorized to place such insurance in companies selected by the grantor herein, who is hereby second, to the Trustee herein as their interests may appear, when the same are due and payable, with or without interest, to the first Trustee or Mortgagee, and all prior incumbrances, and the interest thereon at the time of their maturity, and to pay the same when due and payable.

IN THE EVENT of failure to insure, or pay taxes, or assessments, or the principal and interest thereon when due, by the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the principal and interest thereon when due, 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 hereon.

IN THE EVENT of a breach of any of the above covenants or agreements, the trustee, or his assigns, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and the trustee, or his assigns, shall be recoverable by foreclosure thereof, or by suit at law or both, the same as if the same were a mortgage debt.

IT IS AGREED by the grantor that all expenses and disbursements of the trustee, or his assigns, in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stamping and recording fees, and the whole title of said premises embracing foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements as aforesaid by any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. An such expenses and disbursements, if to 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 proceedings, whether or not a foreclosure shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, if any, shall have been paid. The grantor, for said grantor, or for the heirs, executors, administrators and assigns of said grantor, waive all right to the principal and interest on 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 appoint a receiver, or to any party claiming under said grantor, appoint a receiver to take possession and charge of said premises with power to sell the same, issue, rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then

Joanna 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 file a bill to foreclose in said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the interest in the above set out trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 31st day of July A. D. 19 86

X Robert W. Burns (SEAL)
X Cheryl M. Burns (SEAL)

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Box No. 22

Trust deed

R. D. McGIYNN, Trustee

TO

THIS INSTRUMENT WAS PREPARED BY:

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

DEPT-01 RECORDING \$11.00  
T#3333 TRAN 0824 01/06/87 12:16:00  
#1415 # A \*-87-006485  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office 87-006485

87006485

Notary Public

*Robert W. Burns*

day of July, A. D. 1986

Given under my hand and Notarial Seal, this 31st

personally known to me to be the same person, whose names etc. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X 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.

Cheryl M. Burns, his wife

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert W. Burns and

*Robert W. Burns*

State of Illinois }  
County of Cook } ss.