

UNOFFICIAL COPY

87-32-39543

This Indenture, WITNESSETH, That the Grantor Earl Johnson and Christine C. Johnson, his wife

87-30111

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of One Thousand Seven Hundred Thirty Six and 88/100 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 four (4) in Parke and Wilson's Subdivision of the South eighty four (84) feet of Lot two (2) in Emigh and Kilmer's Subdivision of that part East of Vincennes Avenue of the South half of the North West quarter of the North West quarter of the South East quarter of Section three (3), Township thirty eight (38) North, Range fourteen (14) East of the Third Principal Meridian.

P.R.E.I. #20-03400-015 Property Address: 4349 S. King Dr.

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 Earl Johnson and Christine C. Johnson, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 72.37 each until paid in full, payable

87-30111

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, as herein provided, and on demand to exhibit receipts therefor; 3. Within sixty days after destruction or damage to rebuild or restore buildings or improvements on said premises that may have been destroyed or damaged, that waste to said premises shall not be committed or suffered, to keep all buildings now or at any time on said premises insured in companies licensed 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 to the first Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policy shall be held in common with the said Mortgagee of 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; 5. In the event of failure 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 purchase any tax lien of title affecting said premises or 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 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 solicitors fees, outlays for documentary evidence, stenographic charges, cost of preparing 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 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be deemed sold, 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 of his heirs, executors, administrators and assigns of said grantor, waive all right to the possession and income 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, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession and 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

Cook

County of the grantor, or of his refusal or failure to act, then

Joan J. Behrendt

at 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 for 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 12th day of February A. D. 19 87

Y. Earl Johnson
O. Christine C. Johnson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

BOX 22

UNOFFICIAL COPY

Box No. ....

# Trust Book

TO

R.D. MCGILYRN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

87130411  
11/03/87

Property of Cook County Clerk's Office

DEPT-01 RECORDING 111.00  
TR#1111 TRAM 1391 03/10/87 11:26 00  
#2540 #A \*87-130411  
COOK COUNTY RECORDER

87130411  
11/03/87

I, The Undersigned  
a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Earl Johnson and Christine  
C. Johnson, his wife  
personally known to me to be the same persons whose names  
are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they 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 12th  
day of February, A. D. 19 87.

Notary Public

State of Illinois }  
County of Cook }  
55.