

UNOFFICIAL COPY

TRUST DEED

NO. 101 87267141 30-400079 CA

This Indenture, WITNE SETH, That the Grantor Oliver B. Jones and Teresita A. Jones, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Eleven Thousand One hundred Ninety and 20/100 Dollars

in hand paid, CONVEY AND WARRANT to E. H. McGLAHLIN, 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 38 in Block 21 in Stinson and Newman's South Englewood, a Subdivision of the NW 1/4 of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. P. R. E. I. #25-04-119-009 Property Address: 8921 S. Lowe (40)

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

Witness, The Grantors, Oliver B. Jones and Teresita A. Jones, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 231.65 each until paid in full, payable to

For Grantor, covenant, and agree, as follows: (1) To pay such 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 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 left and remain with the said Mortgagee or Trustee, and 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) in the event of failure to so 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 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; (8) 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; (9) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complement in connection with the foreclosure hereof including reasonable solicitor fees, outlays for documentary evidence, stenographer charges, cost of procuring or completing abstract showing the whole title of said premises, financing foreclosure decree 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 decree of sale shall have been entered or not, shall not be deemed, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid; The grantor, his said grantor, heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, 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 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 grantor, or of his refusal 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 April A. D. 1987.

X Teresita A. Jones (SEAL) X Oliver B. Jones (SEAL)

87267141

UNOFFICIAL COPY

Bar No. 22

Trust Deed

TO

R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

1200

Property of Cook County Clerk's Office

-87-267141

DEPT-D1 140003 TRAN 5358 05/18/87 11:53:00
\$4855 + C * -87-267141
COOK COUNTY RECORDER

W. H. Jones
Notary Public

day of April A. D. 19 87

Shall under my hand and Notarial Seal, this 2nd

noted, 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 he signed, sealed and delivered the said instrument

personally known to me to be the same person S, whose name S are subscribed to the foregoing

Teresita A. Jones, his wife

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Oliver R. Jones and

State of Illinois
County of Cook

ss.