

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Roger Neal and Carolyn Neal, his wife

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

for and in consideration of the sum of Three Thousand Six Hundred Ninety Two and 52/100 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 3 in Block 8 in Goodwin, a Subdivision of the North West 1/4 of the North West 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois--Commonly known as 6407 South Bishop, Chicago, Illinois.

P.R.E.I. #20-20-111-003 CADAW

Property Address: 6407 S. Bishop

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

WHEREAS, The Grantor's Roger Neal and Carolyn Neal, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$102.57 each until paid in full, payable to

The Grantor covenant and agree 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 each month, interest and assessments upon the premises, and on demand to exhibit receipts therefor; 3. Within sixty days after destruction or damage to rebuild or restore or build new improvements on said premises that have been destroyed or damaged; 4. That waste to said premises shall not be committed or suffered; 5. To keep all buildings, improvements and fixtures on said premises in good repair, as directed in the mortgage herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the same attached thereto, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be kept in force until the said Mortgagee or Trustee shall, in writing, direct the indebtedness to fully paid; 6. To pay all prior mortgages, and the interest thereon, at the time or times when the same may become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the principal or interest thereon when due, the trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or perform any last act of title affecting said premises or any other encumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately on demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness required herein.

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 the 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 said indebtedness had then matured in every respect.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in title examination in connection with the foregoing herein, including reasonable solicitors fees, outlays for documentary evidence, stenographers charges, and of any other kind or nature, shall be paid by the grantor, and the like expenses and disbursements, as incurred by any party intervening herein, in 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, as well as all additional taxes upon said premises, or the land as covenants and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be decreased, 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, his heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, all free, 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 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 the 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 28th day of April A. D. 1987

Handwritten signatures of Roger Neal and Carolyn Neal, each followed by a (SEAL) label.

UNOFFICIAL COPY

Box No. 88

Trust Men

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office
06626328

DEPT-01 \$12.00
T#0003 TRAN 3487 07/16/87 12:26:06
#9598 ÷ B * - 87 - 392990
COOK COUNTY RECORDER

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger Neal and Carolyn Neal, 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 the Y 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 28th day of April, A. D. 19 87.

Notary Public

Handwritten signature

State of Illinois }
County of Cook }
55.