

UNOFFICIAL COPY

TRUST DEED - 5536 S. ALDORDEEN - CHICAGO, ILLINOIS

88-506096

32-42729-9-9

This Indenture, WITNESSETH, That the Grantor Arthur Johnson and Bessie Johnson, his wife,

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

for and in consideration of the sum of Eight Thousand Eight Hundred Ninety Three and 20/100 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 26 in Block One (1) in Snyderker's Subdivision in the West Half (1/2) of the North West Quarter (1/4) of the North East Quarter (1/4) of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, P. R. E. I. #20-17-201-029 Property Address: 5536 S. Aldordeen, Chicago

DEPT-01 T#4444 TRAN 3545 11/02/88 12:28.00 #9280 #4 \* 88-506096 COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in favor of nevertheless, for the purpose of securing performance of the covenants and agreements herein. Witness The Grantors Arthur Johnson and Bessie Johnson, his wife,

justly indebted upon \$148.22 60 installments of principal and interest in the amount of \$ 148.22 each until paid in full, payable to Excel Builders, Inc. and assigned to Pioneer Bank & Trust Company.

The tax on the covenant and agreement 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 the date of notice of default to defend or restore all buildings or improvements on said premises that may have been destroyed or damaged. 4. That a note to said premises shall not be committed or suffered 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 a clause attached payable first, to the first Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, such policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, to be paid all proceeds in cash, and the interest thereon, at the time or times when the same shall become due and payable. 5. Being bound to insure or pay taxes or assessments, or the principal and interest on the indebtedness 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 pay all or the encumbrances 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 secured as additional indebtedness secured hereby. 6. In the event of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legatee hereof, without notice to the grantor, be 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. 7. 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 attorneys fees, out of pocket disbursements, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, publishing foreclosures decree, shall be paid by the grantor, and the like expenses and disbursements, as assessed by any suit or proceeding against the grantor or any holder of any part of said indebtedness, as such may be equitably ascertained by the court. 8. All such expenses and disbursements shall be an additional lien upon said premises, shall be (paid 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 constitute, nor a release hereof, until the satisfaction of said indebtedness, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and his heirs, executors, administrators and assigns and grantor, trustee, all right to the possession of, and income from, 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 at once and without notice to the said grantor or to any party claiming under and grantor appoint a receiver to take possession of 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 County of the grantee, or of his refusal or failure to act, then Joan J. Reinhardt 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 above 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 17th day of September A. D. 1988

X Arthur Johnson (SEAL) X Bessie Johnson (SEAL) (SEAL) (SEAL)

Box 22

88506096

#12-

SECOND MORTGAGE

Trust Fund

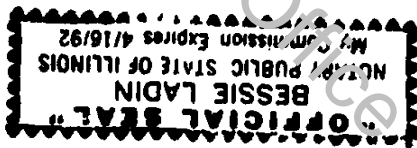
TO

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



I, Bessie LADIN AND BESSIE JOHNSON  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that ARTKUR JOHNSON  
personally known to me to be the same person whose name ARE  
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 use and purpose therein set forth, including the release and waiver of the right of homestead,  
17th  
day of September A D 19 88  
Notary Public

State of Illinois }  
County of Cook }

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