

UNOFFICIAL COPY

32-42274

This Indenture, WITNESSETH, That the Grantor Norris Poston

of the City Harvey, County of Cook, and State of Illinois,
for and in consideration of the sum of Thirty-Three-Thousand-Eight-Hundred-Seventy-Nine and 60/100 Dollars

in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

of the City 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City Chicago, County of Cook, and State of Illinois, to-wit:
Lots 54 and 55 in Block 204 in Harvey, a Subdivision of that part of the Southwest
1/4 of the Northeast 1/4 of Section 7, Township 36 North, Range 14, East of the
Third Principal Meridian, South of the Indian Boundary Line, lying South of the
Chicago and Grand Trunk Railroad, according to the plat thereof recorded June 24, 1982
as document 1589900 in Box 53 of plats, page 45, in Cook County, Illinois.
P.R.E.I. 29-07-217-048
Property Address: 14640 South Honore T P ALL A C O

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

Where vs. The Grantor's Norris Poston

justly indebted upon one retail installment contract bearing even date herewith, providing for
installments of principal and interest in the amount of \$ 222.33 each until paid in full, payable to

A to Z Electric Company and assigned to Pioneer Bank & Trust Company

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, at least and in said notes provided, or according to any agreement extending time of payment, or to pay rent to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, notwithstanding any depreciation or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (2) that waste to said premises shall not be committed or suffered, or to keep all buildings now or at any time on said premises insured in companies to be selected 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, as follows: 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 Mortgagors or Trustees until the indebtedness is fully paid; (3) to pay all prior installments, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure so to insure, or pay taxes or assessments, or the prior installments or the 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 purchase any tax lien or title affecting said premises or pay all prior installments 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, 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 been due and payable at such time.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of claimant in connection with the foreclosed lease, including reasonable solicitors fees, outlays for documentary evidence, and other charges, costs of incurring or completing abstract showing the whole title of said premises, or having foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, or his party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional item 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 dismissed, nor a release issued therefrom, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor wavers all right to the possession of, and income from, and premises pending such foreclosure proceedings, now hereafter, 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 or 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
JOHN J. BehrendtCook

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

John J. Behrendt 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 grantee 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 28th day of October, A.D. 1987

K. Taylor

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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Bor No.

R.D. McGLYNN, Trustee

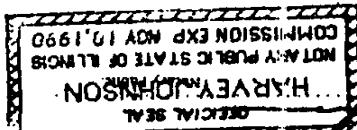
ANSWERING THE CRITIQUE OF THE PREDATOR STATE

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

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DEPT-01 TMA 0403 02/09/88 14:05:00 \$12.00
TMA444 TRM 0403 02/09/88 14:05:00 \$12.00
#A285 # ID * -88-060043
CDOX COUNTY RECORDER

ET0090-33-



incurvum, upturned before me this day in person, and acknowledged that he . . . agreed, sealed and delivered the said instrument.

personally known to me to be the same person - whose name _____ is recited to the foregoing instrument, appeared before me this day in person, and acknowledged that he - striking, naked and delivered the said instrument as his - free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the same person - whose name is John A. ... who referred to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, delivered and delivered the said instrument, for the uses and purposes herein set forth, including the release and waiver of the right of homestead as set forth in the instrument.

personally known to me to be the same person - whose name is John A. ... I do hereby declare to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument as true and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, John Doe, personally known to me to be the same person, whose name is above, do hereby declare and certify that the instrument, appended hereto as Exhibit A, is true and correct, and that I executed it for the purpose set forth, including the release and waiver of the right of homestead.

a Notary Public to add for said County, in the State aforesaid, the attorney attorney that, mortal's Poston.

I, Norman Phillips, do hereby declare under oath, in the State of Massachusetts, that, On February 26, 1978, at North Easton, I am personally known to me to be the same person, whose name is John A. Gagnon, and I acknowledge that he is the person intended by the above named witness.

I, Aaron Jofa, a Notary Public in and for said County, in the State aforesaid, Do affix my Seal that, Mortis Poston,
a Person usually known to me to be the same person, whose name is John A. Jofa,
instruments, appeared before me this day in person, and acknowledged the said instrument
to be his own, and delivered the said instrument to the said instrument
for the use and purpose therein set forth, including the release and waiver of the right of homestead.

I, *Aaron S. Gale*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, North, Boston,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that, North, Boston,
personally known to me to be the same person whose name is
improperly before me this day in person, and acknowledged that he is
signed, sealed and delivered to the said instrument
as, that A. free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, a Notary Public in and for said County, in the State aforesaid, Do **Gentry** certify that, North, Boston,
personally known to me to be the same person whose name is
as follows: _____, a notary public duly authorized to administer oaths and make affidavits, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, and acknowledged that he signed, sealed and delivered the said instrument, upon and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, Aaron S. Gold, a Notary Public in and for said County, in the State aforesaid, this 11 day of February, certifying that, North, Boston, Massachusetts, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument freely and voluntarily to me to be the same person, whose name is A. S. Gold.
I further certify that the release and waiver of the right of homestead, mentioned, appearing before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument freely and voluntarily to me to be the same person, whose name is A. S. Gold.

I, A. Wm. Jones, do hereby certify that, in the State aforesaid, the Commonwealth of Massachusetts, on the 1st day of July, A.D. 1858, before me, a Notary Public in and for said County, in the State aforesaid, the Wm. F. Dyer, Esq., Notary Public in and for said County, in the State aforesaid, did voluntarily appear before me this day in person, and acknowledge to me that he has read, understood, and delivered the said instrument, uppon which he has signed his name, and acknowledged the same to be his true signature.

I, Aaron Cook, County of Cook, Illinois, do hereby certify that, on this 1st day of April, 1995, I, Aaron Cook, a Notary Public in and for said County, in the State aforesaid, did personally certify that, Morton S. Poston, personally known to me to be the same person, whose name is Morton S. Poston, is the correct person to whom the instrument, appeared before me this day in person, and acknowledged that he signed, sealed, delivered and delivered the said instrument, agreeing for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, Aaron Goff,
Title of Illuminae Community at Cook { 55.
a Notary Public in and for said County, in the State aforesaid, the Notary Certify that, Notary's Postion
personally known to me to be the same person whose name is .
intercument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as, that A...free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, A. James Goff,
Title of: Illinois
County of: Cook
} 155.
a Notary Public in and for said County, in the State aforesaid, Do Derrick Goff that, NORFOLK, POSTON
personally known to me to be the same person, whose name is J. E.
is recited to the foregoing
instruments, appeared before me this day in person, and acknowledged that he is single, sealed and delivered the said instrument
as It is. Free and voluntary act, for the user and purposes herein set forth, including the release and waiver of the right of homestead.

I, Aaron J. Cook,
Title of Illinois County of Cook, { 55.
a Notary Public in and for said County, in the State aforesaid, do certify that, Norton, Poston,
personally known to me to be the same person, whose name is John A. Cook,
instruments, appeared before me this day in person, and acknowledged the same to be his
true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, A. Wm. Cook,
County of Illinois
State of Illinois
County of Cook
{ 55.

Signature of witness _____
Title of witness _____ Illinois _____ County of Cook _____
Date _____ 19_____
I, A. James Goff, do hereby certify that Morton S. Poston, a Notary Public in and for said County, in the State aforesaid, has delivered to me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, before me this day in person, and acknowledged that he signed, sealed, and delivered the release and waiver of the right of homestead.

I, *Aaron Cook*

Title of Illinois Community of Cook } 55.
County of Illinois

a Notary Public in and for said County, in the State aforesaid, the Twenty-fifth day of March, One thousand nine hundred and forty-eight.

Personally known to me to be the same person whose name is John A. Cook, and acknowledged that he signed, sealed and delivered the said instrument, appearing before me this day in person, and acknowledged that he signed, sealed, delivered and waived the release and waiver of the right of homestead.

As this is a free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the said instrument.

I, Alma S. Poston, of Illinois, County of Cook, State of Illinois, being first duly sworn, do hereby declare and certify that I am personally acquainted with the above named person, and know him to be the same person whom I have known and recognized as the above named person, and that he is the person described in the foregoing instrument, and further declare that he is of sound mind and memory, and that he has executed the foregoing instrument, upon me before me this day in person, and acknowledged the same to be his act and deed, sealed and delivered to the said instrument, freely and voluntarily, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.