

UNOFFICIAL COPY

88217133

This Indenture, WITNESSETH, That the Grantor **BOBBY R. HOLLIS AND WIFE FRANCES L.**

of the Village of Maywood County of Cook and State of Illinois
for and in consideration of the sum of Twenty One Thousand Two Hundred Forty One & 92/100 Dollars

in hand paid, CONVEY AND WARRANT unto **BUDGET CONSTRUCTION CO.**
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 Village of Maywood County of Cook and State of Illinois, to wit

The North 40 feet of Lot 3 in Block 13 in the Stannard's Second Addition to Maywood, a Subdivision of the South East 1/4 of the South West 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 2120 South 4th Avenue Maywood, Illinois
PERMANENT TAX NO.: 15-14-328-011

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IS THIS, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantor's **Bobby R. Hollis and wife Frances L.**
justly indebted upon **one** retail installment contract bearing even date herewith, providing for **84**
installments of principal and interest in the amount of \$ **252.88** each until paid in full, payable to

BUDGET CONSTRUCTION CO. **88217133**

THE GRANTOR HEREBY 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 levied on 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 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 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 until 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. To insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon 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 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 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. 9. 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises and bearing hereof, or 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 dismissed, nor a release hereof given, 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, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings and decree, 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 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 grantor, or of his refusal or failure to act, then **Thomas F. Bussoy** 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 **28th** day of **March** A. D. 1988.

X **Bobby R. Hollis** (SEAL)
X **Frances L. Hollis** (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Box No.

Trust Deed

Bobby R. Hollis

and wife Frances L.

TO

BUDGET CONSTRUCTION CO.

THIS INSTRUMENT WAS PREPARED BY:

B. Schneider

BUDGET CONSTRUCTION CO.

6307 N. PULASKI RD.
CHICAGO, IL 60646

MAIL TO:

BUDGET CONSTRUCTION CO.

6307 N. PULASKI RD.
CHICAGO, IL 60646



88217133

20 MAY 88 11:33

Property of Cook County Clerk's Office

MAY-20-88 23036 88217133 - A - Rec 12.00

BUDGET CONSTRUCTION CO

I, Marilyn A. Anderson, Notary Public in and for said County, in the State aforesaid, do hereby certify that Bobby R. Hollis and wife personally known to me to be the same person(s) whose name(s) 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.

Witness under my hand and Notarial Seal, this 28th day of March A.D. 1988.

Marilyn A. Anderson
Notary Public

State of Illinois County of Cook 55

88217133