

UNOFFICIAL COPY 89315930

This Indenture, WITNESSETH, That the Grantor S. RAYMOND Johnson, A Bachelor

of the City of Chicago, County of Cook, and State of ILLINOIS
for and in consideration of the sum of Three Thousand and 01/100 Dollars
in hand paid, CONVEYS AND WARRANTS to JAMES V. CARBONE \$3,000.00

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 everything 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 4 IN Subdivision BLOCK 3 OF Block 5 IN

PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO

IN SECTION 23, TOWNSHIP 39 NORTH, RANGE

13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY.

PIN # 16-23-226-024

1508 S CHRISTIANA, CHICAGO ILLINOIS

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

WHEREAS, The Grantor, RAYMOND Johnson

justly indebted upon HIS one retail installment contract bearing even date herewith, providing for 12
installments of principal and interest in the amount of \$ 274.12 each until paid in full, payable to

EUROPEAN CRAFTSMAN
ASSIGNED TO:

INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

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The Grantor, covenant and agree as follows: 1. To pay and make ready, and the interest therein, to the holder, and in such manner provided, or according to any agreement existing thereon, payment, 2. To pay, within the first day of January each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, 3. without notice or demand, or damage, to remove all buildings or improvements on said premises that may have been destroyed or damaged, if it is to be so required, 4. to keep all buildings now or at any time on said premises in good repair, as is selected by the grantor herein, who is hereby authorized to place such insurance or compensation 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 interest may appear, which places shall be left and remain with the said Mortgagor or Trustee, until the indebtedness is fully paid, 5. to pay all prior indebtedness, and the interest thereon, at the time of taking when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the prior indebtedness or the interest thereof when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or pay such interest affecting said premises or paying same indebtedness and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same will be held in trust 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, 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 in law, or both, the same as all of said indebtedness had then accrued by express terms.

It is Agreed by the grantor, that all expenses and disbursements paid or incurred in foreclosing or recovering title to the whole title of said premises, including foreclosure decree, attorney fees, outlays for documentary evidence, witnesses, expert charges, or other expenses of any kind, or any other expenses, whether the creation 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 shall in an additional bill upon said premises, shall be taxed as costs and included in the debt, and the same to be rendered in such foreclosure proceedings, after a proceeding, a better decree of sale shall have been entered or set, shall be in possession, and a release before grantor, until all such expenses and disbursements, and the costs of suit, including attorney fees have been paid. The grantor, and his heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosures proceedings, and agree that upon the filing of any bill to foreclose the 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 County of the grantor, or of his refusal or failure to act, then

John A. Laskey

of said County is hereby appointed to be first successor in this trust, and if for any like cause and 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 greater of the successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 5th day of MAY A.D. 1989

X Ray Johnson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Urill Deed

Box No.

RAYMOND JOHNSON

TO

JAMES V. CARBONE, Trustee
INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

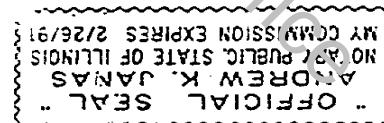
ANDREW K. THOMAS
EUROPEAN COMPASSION
3244 N. PULASKI ROAD
CHICAGO IL 60641

MAIL TO:

INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

-89-315930

DEPT-01 T#1111 TRAN 9333 07/15/89 99:48:00
\$12.25
#1257 * 0 * 0 * 0 * 0 * 0 * 0 * 0 *
COOK COUNTY RECORDER



day of **May**, A.D. 19**89**
I, **Andrew K. Janas**, Notary Public, do hereby certify that

the undersigned, appeared before me this day in person, and acknowledged that he signed, sealed, delivered and witnessed the instrument set forth, including the release and waiver of the right of homestead.

Instrument prepared before me this day in person, and acknowledged that he signed, sealed, delivered and witnessed the instrument set forth, including the release and waiver of the right of homestead.

Personality known to me to be the same person whose name is
subscribed to the foregoing

I,

I, **ANDREW K. JANAS**

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of **Illinois** County of **Cook** }
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