

91511979

64-57700

This Indenture, WITNESSETH, That the Grantor WAYNE JOHNSON, DIVORCED AND NOT REMARRIED

of the City of HARVEY, County of Cook and State of Illinois for and in consideration of the sum of Nine Thousand and 00/100 Dollars in hand paid, CONVEYS AND WARRANTS to THOMAS J. MICHELSON, 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Harvey, County of Cook and State of Illinois, to-wit:

LOTS 32 AND 33 AND (EXCEPT WEST 4.53 FEET) OF LOT 31 IN HARVEY'S SUBDIVISION OF BLOCK 10 OF SOUTH LAWN BEING A SUBDIVISION IN SECTION 17, AND IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 67 E. 148th STREET

PERMANENT TAX NO.: 41-07-04-042, 043, 085.

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's WAYNE JOHNSON, DIVORCED AND NOT REMARRIED

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 21.80 each until paid in full, payable to

LA SALLE BANK LAKE VIEW

DEPT-D1 RECORDING \$13.00
T#6666 TRAN 6448 10/02/91 10:29:00
#5418 H *91-511979
COOK COUNTY RECORDER

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, by or in and in said notes provided, or according to any agreement extending term of payment, (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on default to a stated trustee thereof, (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 moneys to said premises shall not be commuted or satisfied, (5) to keep all buildings now or at any time on said premises in good repair, (6) to be bound by the grantor herein, and to satisfy or defend to place such mortgage in compliance acceptable to the holder of the first mortgage indebtedness, with time clause attached pay 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, (7) to pay all prior indebtedness, and the interest thereon, at the time of issue when the same shall become due and payable.

In the event of failure to do this, or pay taxes or assessments, or discharge of past due any tax lien or lien affecting said premises or pay all prior 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 with interest accrued from the date of payment of same 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 cost of 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 writ of law, or both, the same as if all of said indebtedness had then matured by express terms. It is further agreed that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosing or sale of said indebtedness including reasonable attorney fees, outlays for documentary evidence, stamp duty, charges, cost of procuring or completing abstract showing the whole title of said premises including homestead decree shall be paid by the grantor. All such expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of said indebtedness 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 so much as a debt 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 discontinued, nor a release had and given, until all such expenses and disbursements, and the costs of suit, including collector's 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 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 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 ROBERT W. WILSHE of said County is hereby appointed to be the executor in the trust, and if for any like cause said first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new executor in trust through a resolution of the board of directors and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand and seal of the grantor this 5th day of September A. D. 1991.

Wayne Johnson (Signature)
WAYNE JOHNSON (SEAL)

OFFICIAL SEAL
DONALD SCHNEIDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/27/94

91511979

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UNOFFICIAL COPY

Box No. 146

Trust Book

Wayne Johnson, divorced and

not since remarried

TO

THOMAS J. MICHELSON, Trustee

LASALLE BANK LAKE VIEW

3201 N. ASHLAND AVE.

CHICAGO, IL. 60657

THIS INSTRUMENT WAS PREPARED BY:

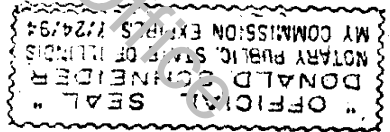
B. Schneider

6307 N. Pulaski Rd.

Chgo, IL 60646

LaSalle Bank Lake View

Property of Cook County Clerk's Office



I, DONALD SCHWIDER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WAYNE JOHNSON, DIVORCED AND NOT REMARRIED, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed 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. Witness under my hand and Notarial Seal, this 19th day of September, A. D. 1991.

Donald Schneider
Notary Public

67571516

07-110-10

State of Illinois }
County of Cook } 55