

## UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, THAT Ezell Johnson and Pertina Johnson, husband and wife

(hereinafter called the Grantor), of 10501 South Marquette, Chicago, IL  
 (In the City of Chicago)

for and in consideration of the sum of Ten and No/100 (\$10.00) --- Dollars  
 in hand paid, CONVEY AND WARRANT TO GLANN COFFEY  
 of 116 Bank 17th Street, Chicago, IL 60628  
 (In the City of Chicago)

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, air-conditioning, 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 40 AND THE NORTH 1/2 OF LOT 41 IN WOODRUFF AND STAFFORD'S ADDITION TO PULMAN, BEING A SUBDIVISION OF LOT 3 IN NIP'S SUBDIVISION OF LOT 25 AND THE SOUTH 4 ACRES OF LOT 24 IN THE SCHILL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

28-16-214-053

(D)  
+ PEP10501 S. Marq Ave  
Chicago IL

Marley 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, Ezell Johnson and Pertina Johnson, Inc.

Justly indebted to Glann Coffey, principal promissory note bearing even date herewith, payable in equal monthly installments of Thirty-Five and 49/100 Dollars (\$35.49) each commencing September 7, 1998 and monthly thereafter for a period of eleven (11) months with a final payment of Three Thousand Four Hundred Thirty-Seven and 48/100 Dollars (\$3,437.48) due on September 7, 1999.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay taxes due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty 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 grantee herein, who is hereby authorized to place such insurance in companies aforesaid; (6) the holder of the first mortgage indebtedness, with loss clause attached payable here, to the first Trustee or Mortgagor, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors of Trust Deed 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.

In the event of failure to insure, or pay taxes or assessments, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any 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 eight per cent per annum shall be to such additional indebtedness accrued henceforth.

In the event of a breach of any of the aforesaid covenants or agreements, the whole or said indebtedness, including principal and all earned 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 eight 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 such terms.

It is agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, charges for documentary evidence, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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, 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 released hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor for the Grantor and for the family, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record holder is: Ezell Johnson and Pertina Johnson

In the event of the death or removal from said Cook, County of the grantee, or of his resignation, refusal or failure to act, then Mildred Gibson of said County is hereby appointed to be first successor in 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 7th day of August, 1998.

Ezell Johnson (SEAL)  
Pertina Johnson (SEAL)  
Pertina Johnson (SEAL)

mail to:

This instrument was prepared by Clarke R. Marquis, P.O. Box 168, St. Charles, IL 60174  
 (NAME AND ADDRESS)

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