

UNOFFICIAL COPY

Corrective Trust Deed, Correcting Doc. Number 3559810567641

TRUST DEED

This Indenture, WITNESSETH, That the Grantor s- Henry Walker and Mildred Walker, his wife,

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Two Thousand Seven Hundred Sixty-Four and 80/100 Dollars

in hand paid, CONVEY. AND WARRANT to R.D. McGLYNN, 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 every thing 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 17 (except North 7 feet thereof) and the North 13 feet of Lot 18 in Block 1 in South Chicago Heights, being a Subdivision of the West 1/2 of the Southwest 1/4 of Section 6, North of the Indian Boundary Line in Town 27 North, Range 15, East of the Third Principal Meridian, (except railroad lands) in Cook County, Illinois 9142 South Colfax Avenue Chicago, Illinois 26-06-303-036

3559810567641

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 Henry Walker and Mildred Walker, his wife,

justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 76.80 each until paid in full, payable to Monarch Builders, Inc., an Illinois corporation 4747 W. Peterson Avenue Chicago, Illinois. Assigned to Pioneer Bank and Trust Company 4000 W. North Avenue Chicago, Illinois

NOTE ID

THE GRANTOR... covenant... and agree... 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 against said premises, and an demand to exhibit receipt 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 grantee 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 Mortgagees 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.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances 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 tax lien or title affecting said premises or pay any prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agree... 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 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 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.

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 solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure 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 cost of suit, including solicitor's fees have been paid. The grantor... for said grantor... and by 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 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 grantee, or of his refusal or failure to act, then

Joan J. Behrendt 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 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 13th day of November A. D. 19 86

Henry Walker (SEAL) Mildred Walker (SEAL)

1125720

Box No. 22

3567641

Trust Book

3567641

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave. 51
Chicago, Illinois 60639
Submitted by _____

Address _____

Witness _____

Deliver certificate _____

Address _____

Bank of Chicago Trust

Books to _____

Address _____

Recorded _____

Walker

Property of Cook County Clerk's Office

day of November, A. D. 1986.

Given under my hand and Notarial Seal, this 13th

James E. Walker
Notary Public
My Commission Expires Sept. 10, 1988

as the true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, instrument, appeared before me this day in person, and acknowledged that the Y signed, sealed and delivered the said instrument personally known to me to be the same person, whose name is _____

_____ are _____ subscribed to the foregoing _____ Mildred Walker, his wife,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry Walker and _____ I, *James E. Walker*

State of Illinois }
County of Cook } 55.