

UNOFFICIAL COPY

TRUST DEED

NO. 101

32-40044 CK

NOTE D

This Indenture, WITNESSETH, That the Grantor Ben A. May and Annie L. May, married to each other, as joint tenants with right of survivorship

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Four thousand eighty-eight & 88/100 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 Seven (7) in the Resubdivision of Lots 15 to 28 inclusive, in Block Six (6) and Lots 14, 15, and 16, in the Subdivision of Lot Twenty Nine (29) and the vacated alley North and adjoining said Lot Twenty Nine (29) in Block 6, of Hill and Pike's South Englewood Addition in the Southwest Quarter (1) of the Southeast Quarter (1) of Section 32 Township 38 North, Range 14, East of the Third Principal Meridian.

Property Address: 8621 S. May, Chicago, IL P.R.E.I. #20-32-425-007

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 Grantors Ben A. May & Annie L. May, married to each other as joint tenants justly indebted upon with right of survivorship one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 473.58 each until paid in full, payable to Discount Home Remodelers, Inc. and assigned to Pioneer Bank & Trust Company

4088.00

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This 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 to deliver and to exhibit receipts therefor, 3. Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that 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 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. In the event of failure 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 liens or title affecting said premises, to pay all 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, 8. 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 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 of said indebtedness, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 costs 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 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 13th day of April A. D. 1987

Ben A. May (SEAL) Annie L. May (SEAL)

UNOFFICIAL COPY

1384716

Box No. 22

Trust deed

623228

TO

R.D. McGLYNN, Trustee
623228

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

623228

Property of Cook County Clerk's Office

623228

I, the undersigned
a Notary Public in and for said County, in the State aforesaid. Do hereby certify that Ben A. May & Annie L. May,
married to each other as joint tenants with right of survivorship,
are personally known to me to be the same persons whose name is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he X 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
which I have under my hand and Notarial Seal, this 13th day of April A.D. 19 87
Notary Public