

UNOFFICIAL COPY

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32-47471 CK

This Indenture, WITNESSETH, That the Grantor Helen White (Divorced and not remarried).

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Two Hundred Four and 16/100 Dollars

in hand paid, CONVEY AND WARRANT 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 Fifty Three (53) (except that part taken for alley and except the North Eighty (80) feet thereof) in Division Two (2) in Westfall's Subdivision of 208 acres in the East Half 1/2 of the Southwest Quarter (1/4) and the Southeast Fractional Quarter (1/4) of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian

ALSO The North Twenty (20) feet of Lot Thirty (30) in Woodruff's 2nd Addition to Cheltenham, being a Subdivision of Lots 49, 50, 51, 52, 54, 56, 58 and 60 in Division Two (2) in Westfall's Subdivision of 208 acres in the East Half (1/2) of the Southwest Quarter (1/4) and the Southeast Fractional Quarter (1/4) of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian.

P. R. E. L. #21-30-330-010 Property Address: 7827 S. Saginaw, Chicago Hereby releasing and waiving all rights in order 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.

WITNESSES, The Grantor's Helen White (Divorced and not remarried) justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$144.56 each until paid in full, payable to Michael Construction Co. Inc. and assigned to Pioneer Bank and Trust Company

The Grantor covenants and agrees 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 on demand to exhibit receipts therefor; 3. Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises, and in the event of fire, to insure said premises to the full value thereof to be committed or suffered, 5. To keep all buildings now or at any time on said premises insured, a certificate 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, noncancelable, payable 1/31, 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.

IN THE EVENT of failure to insure or pay taxes or assessments, or of 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 all prior incumbrances and the interest thereon, from time to time, and all moneys so paid, the grantor agrees 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 breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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 hereon, or by suit at law or both, the same as in all such indebtedness had been provided 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 embracing foreclosure decrees - shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 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 for the heirs, executors, administrators, and assigns of said grantor, waive all rights 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, if 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 18th day of July A. D. 19 89

Helen White (SEAL) (SEAL) (SEAL) (SEAL)

Subject to possible U.S. Federal Tax Lien

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Box No.

Trust Deed

TO
R.D. McGLYNN, Trustee

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

THIS INSTRUMENT WAS PREPARED BY:

3816409

3816409

Kelly

Deliver to
Trust

address

City

Room

address

Submitted by

1989 AUG 10 PM 4:27
CAROL HOUGHTON
REGISTRAR OF TITLES

3816409

604918C

Property of Cook County Clerk's Office

OFFICIAL SEAL
STEVEN MICHAEL BLITSTEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/24/90

Steven Michael Blitsten
Notary Public

18th July, 1989

I, The Undersigned
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Helen White, (Divorced and
not remarried)
personally known to me to be the same person whose name is
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument
as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this

State of Illinois
County of Cook
55.