00576015 **UNOFFICIAL CC** 2000-07-31 09:46:36

Cook County Recorder

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Uhis	Indenture.	WINESSETH, That the Grantor LOYPY & Sher	ry)
		or Itikovard	<u> </u>
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of the C	ity ochic	COCounty of COC Coco Coco Coco Coco Coco Coco Coco	(w) c)
	n consideration of the su		Dollar Dollar
in hand p	11.	WARRANT 10 OLD REPUBLIC IPAC	
of the	5140 °C)	COCCounty CCC 111	linois
the follo	wing described real esta	einafter named, for the purpose of securing performance of the covenants and te, with the improvements thereon, including on heating, has and plumbing a	apparatus and
fixtures,	and everything appurter	nant thereto, together with all rents, issues and provits of said premises, situa	ted
in the	or.	ChilCago County COOK and Sta	ate of Illinois, to-wit
.,,,,,,,			
			1>
		Lot 13 in Preston's Subdivision of Block 8 of the	
		Circuit Court Partition of the North East 1/4 of the North West 1/4 and the North West 1/4 of the North East 1/4 of Section 31, Township 38 North, Rance 15, East of the Third Principal Meridian;	
• • • • • • • • • • • • • • • • • • • •		East of the third Principal Nertural, $P_{1/2}(21-31-104-028)$	*************
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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 (xtrnding 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 therefore; (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 Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay a 1 prior encumbrances, 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 encumbrances 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 encumbrances 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 legal holder thereof, without notice, become implicitlely 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 embracing foreclosure decree - shall be paid by the grantor...; and the like expenses and disbursements, occasioned by any suit or proceedings 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 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 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.

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IN THE EVENT of the death, remarkal or absence from said of his refusal or failure to act, then	Cook	County of the grantee, or
out Republic TFAC in this trust; and if for any like case, said first successor fail of Deeds of said County is hereby appointed to be second significant agreements are performed, the grantee or his successor in tru reasonable charges.	uccessor in this trust. And when all the	be the acting Recorder of aforesaid covenants and
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Witness the hand and see i of the grantor this?	6 day of April	A.D. 2000
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Thenn	ed Horbard	(SEAL)
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JNOFFICIAL COPY 76015 Page 4 of State of Illinois County of COOK { 55. I, He under Signed
a Notary Public in and for said Cou. y, in the State aforesaid, Du Hereling Certify that. personally known to me to be the same person . S. whose name instrument, appeared before me this day in person, and acknowledged that ... he ... 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. Given under my hand and Notarial Seal, this . . . day of ... OOT COUNTY CLOSES C mi THIS INSTRUMENT WAS PREPARED BY Box No....