

This Indenture, WITNESSETH, That the Grantor

Anna M. Brown and Marie D. McKenzie and James G. Kimbrough

of the City of Chicago, County of Cook, and State of Illinois

for and in consideration of the sum of Seven thousand Five hundred and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to William Schumann

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 34 and the South 1/2 of Lot 33 in Block 31 in Section Heights, a subdivision of the North West 1/4 of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

DEPT-01 RECORDING 23.50
10012 TRAN 7887 12/05/94 14:10:00
47425 \$ SK #--04-017458
COOK COUNTY RECORDER

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 Anna M. Brown and Marie D. McKenzie and James G. Kimbrough

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 1,125.55 each until paid in full, payable to H.C.P. Sales, Inc.

Assigned To:

Old Republic Insured
Financial Acceptance Corp.
30233 Southfield Rd. Ste # 200
Southfield, MI. 48076

04017458

This Grantor, covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement ratifying 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 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 acceptable to the first mortgagee, and to be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with lost 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 encumbrances, and the interest thereon, at the time or times when the same shall be due and payable, (7) to pay all taxes and assessments, and to 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 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 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. If assigned by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's 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, as well as the 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, and the costs 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 suit or proceeding, whether decree of sale shall have been entered or not, shall not be in seed, 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 his heirs, executors, administrators and assigns, shall and lawfully do, and the grantor, for said grantor, and for his heirs, executors, administrators and assigns, shall and lawfully do, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, and to file a 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 County of the grantor, or of his refusal or failure to act, then

Carl Brauer

of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor (a) 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 22nd day of OCTOBER, A. D. 19 94

Anna M. Brown (SEAL)
Marie D. McKenzie (SEAL)
James G. Kimbrough (SEAL)

UNOFFICIAL COPY

Box No. ....

Trust deed

TO

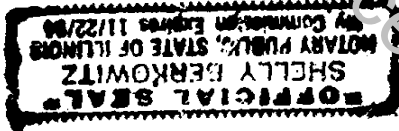
Trustee

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

JFA CORPORATION  
30223 SOUTHFIELD RD. # 200  
SOUTHFIELD MI 48076

Property of Cook County Clerk's Office



OCTOBER, A. D. 1991

I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bank M. Brown and Mine D. McKenzie and James G. Kinrough, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument 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 TWENTY SECOND day of

Shelly Berkowitz  
Notary Public

090173458

State of Illinois }  
County of Cook } ss.