

UNOFFICIAL COPY

04039685

This Indenture, WITNESSETH, That the Grantor

Barbara Fleming AKA Barbara Leatherman

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 127 in Frederick H. Burtlett's Greater Chicago Subdivision 011 number 1, Being a subdivision on of the East 1/2 of the Southwest 1/4 of Section 10, Township 37 North, Range 14, East of the Third Principle Meridian, and all of the Part of the Southeast 1/4 of Section 10, Aforesaid lying west of and adjoining the Illinois Central railroad right of way (except therefrom the North 33.277 Acres Therefrom) in Cook county, Illinois.

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 Barbara Fleming AKA Barbara Leatherman

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 127.14 each until paid in full, payable to

H.C.P. Sales, Inc Assignee to:

ICI Republic Insured Financial Accept. Corp. 20233 Southfield Rd Ste #200 Southfield, MI 48076

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That Grantor, covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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, removal or repair of all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste on said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured with companies to be selected by the grantee herein, who is hereby authorized to place such insurance to companies acceptable to the holder of the first mortgage indebtedness, with a clause attached payable first to the Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, with conditions shall be left and remain, with the said mortgage or Trustee until the indebtedness is fully paid; (6) To pay all prior encumbrances, and the interest thereon, at the time of times when the same shall become due and payable; (7) In no event of failure to discharge of pay taxes or assessments, or the prior encumbrances, or the interest thereon from whom the grantor 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 other amounts 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 of 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 interest thereon, 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 Assumed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of trust, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, a copy acting foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding 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 paid 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 annulled, 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 waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 Cook County of the grantor, or of his refusal or failure to act, then said Grantor

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 first successor in this trust, and if for that 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 26th day of August A. D. 19 94

Barbara Fleming AKA Barbara Leatherman (SEAL)

(SEAL) (SEAL) (SEAL)

UNOFFICIAL COPY

Trust Book

Box No.

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

OLD REPUBLIC FPA CORP
50233 Southfield Rd. Ste 200
Southfield, MI 48076

Property of Cook County Clerk's Office

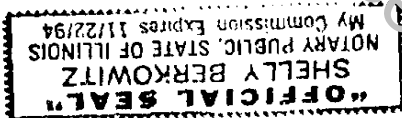
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#6720 # J.L. * -04-039685

COOK COUNTY RECORDER



I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BARTICA KENNEDY AKA KATHARINA KATHARINA 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 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. Witness my hand and Notarial Seal, this 26th day of August 1994.

State of Illinois }
County of Cook }
55.