

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

26470812

This Indenture, WITNESSETH, That the Grantor _____
MILTON TALLY, a widower

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eleven thousand nine hundred forty-three & 60/100 Dollars
in hand and CONVEY AND WARRANT to JOSEPH DEZONNA, 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 ap-
paratus and fixtures, and everything 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 15 in E. Ingall's Subdivision of that part of Blocks 5
and 6 in the Circuit Court Partition, a Subdivision of the West
Half of the South West Quarter of Section 14, Township 39 North,
Range 13, East of the Third Principal Meridian, lying South of the
right of way of the Wisconsin Central Railroad, in Cook County,
Illinois, commonly known as 3922 West Fillmore Street, Chicago, Illinois.

Herby 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 the covenants and agreements herein.

WHEREAS, The Grantor MILTON TALLY, a widower
justly indebted upon his one principal promissory note bearing even date herewith, payable
ALARD HOME IMPROVEMENT CO. for the sum of Eleven thousand nine hundred
forty-three & 60/100 dollars (\$11,943.60)
payable in 59 successive monthly instalments each of \$199.06 and a final
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 17th day of Feb. 1981 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as hereinabove set out, or provided,
according to any agreement extending time of payment; (2) to prior to the first day of June in each year, all taxes and assessments, April, and previous
and on demand to exhibit receipts therefor; (3) to pay all costs and expenses of sale or damage to buildings, furniture, fixtures, or any other property
on said premises, incurred in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies except his to the holder
of the first mortgage, which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (4) to pay all prorata taxes,
and the interest thereon, at the time or times when the same shall become due and payable;

the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax item or title affecting said premises, or
pay all prior indebtedness and the interest thereon, at the time or times when the same shall become due and payable, immediately without demand, and
at the expense of the grantor, from the date of payment at seven per cent, per annum, on the amount so expended, until all such expenses
are paid, and the holder of said indebtedness, shall be entitled to sue for the same, and to receive judgment thereon, and to collect the same, and to have the same
executed, and recovered by the grantor, 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 accrued,

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all unpaid interest,
and all costs and expenses of collection, including attorney's fees, and all expenses of sale, or damage to buildings, furniture, fixtures, or any other property
on said premises, at the time of suit, including solicitor's fees have been paid. The grantor, for said grantee, 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 agrees, that
the holder of said indebtedness, for the time being, shall have full power to collect the rents, issues and profits of the said
premises.

IN THE EVENT of the death, removal, absence from said Cook County of the grantee, or of his refusal or failure to act, then
Thomas E. Larsen, of said County is hereby appointed to be first successor in this trust; and if for
any like cause said first successor fail to represent the interest of the grantee, or if the active Record of Deed of said County is hereby appointed to be second
successor in this trust. And where 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 charge.

Witness the hand and seal of the grantor this 4th day of January A.D. 1983

Milton Tally

(SEAL)

(SEAL)

(SEAL)

(SEAL)