

RECEIVED IN BAD CONDITION

TRUST DEED

NO. 101RW

27286817

49-39775

This Indenture, WITNESSETH, That the Grantor

HENRY WILLIS & ANNIE WILLIS, HIS WIFE

ANNIE WILLIS MARRIED TO HENRY WILLIS

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

for and in consideration of the sum of Seven thousand eight hundred ninety nine \$3644.80 in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA 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 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 56 in Miller's Subdivision of Lots 1 TD 5 inclusive and Lot 7 in Block 4, Lots 1 to 6 inclusive and 11 to 14 inclusive in Block 3 and Lot 4 and 5 in Block 5 in Cook and Anderson's Subdivision of the West 1/2 of the Northeast 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian.

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 HENRY WILLIS & ANNIE WILLIS, HIS WIFE ANNIE WILLIS MARRIED TO HENRY WILLIS

justly indebted upon one principal promissory note bearing even date herewith, payable

LAKETWISS BANK

payable in 36 successive monthly payments each of \$217.76 due MONTHLY

on the note commencing on the 5TH day of NOVEMBER 1937, 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 provided in said notes provided, or according to any agreement regarding time of payment, (2) to pay prior to the first day of June in each year, all tax 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, 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 to 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,

which policies shall be let 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, (7) in the event of failure to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or pay 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, and all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately with out demand, and all prior incumbrances and the interest thereon from the date of payment of seven per cent. per annum, shall be so much additional indebtedness secured hereon.

In the event of a 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 thereof, or by suit at law, or both, the same as if all of said indebtedness had become and accrued thereon.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainants in connection with the foreclosure proceedings including reasonable solicitor's fees, costs of documentary evidence, stamp and other charges, costs of process or compelling abstract showing the title of said premises, including foreclosure decree 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 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 dispensed, nor a release thereof 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 to use, and assign 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 upon the filing of any bill to foreclose this Trust Deed, appoint a receiver to take possession and 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 Cook County of the grantor, or of his refusal or failure to act, then Thomas F. BUSEBY of said County is hereby appointed to be first successor in this trust; and if for any like cause and 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 grantor 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 11 day of SEPTEMBER A. D. 1937

Henry Willis (SEAL)
Annie Willis (SEAL)

END OF RECORDED DOCUMENT

UNOFFICIAL COPY

State of Illinois  
County of Cook } ss.

I, LEONARD J. LIZAK

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Henry Willis + Annie Willis HIS WIFE

ANNIE WILLIS MARRIED TO HENRY WILLIS

personally known to me to be the same person whose names ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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.

Witness under my hand and Notarial Seal, this 11  
day of SEPTEMBER A. D. 19 84

Leonard J. Lizak  
Notary Public.



Property of Cook County Clerk's Office

9 OCT 84 10:00  
27286817 A - REC  
1984-09-11 965091

Box No. 146

# Trust Deed

TO  
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:  
LINCOLN HEATING ETC.

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

END OF RECORDED DOCUMENT