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TRUST DEED

NO. 101NW 27348901

49-40780

This Indenture, WITNESSETH, That the Grantor MARY ANN POLLACK, A WIDOW & BENNIE JACHIM AND WIFE ROSE JACHIM

of the CITY of CHICAGO, County of COOK and State of ILLINOIS

for and in consideration of the sum of SIX THOUSAND ONE HUNDRED FIFTY SIX - 3400 Dollars 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 appurtenances and fixtures, and everything appertaining 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 37 in Block 9 in McReynold's Subdivision of the East Half of the North East Quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, 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 MARY ANN POLLACK, A WIDOW & BENNIE JACHIM & WIFE ROSE justly indebted upon one principal promissory note bearing even date herewith, payable LARGE VIEW TRUST SAVINGS BANK

payable in 42 successive monthly instalments each of 146.25 due MONTHLY on the note commencing on the 28 day of October 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 herein and in said notes provided, 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 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 or improvements 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 indicated hereon, with loss clause attached payable first, to the first Trustee or Mortgagee, which policies shall be left 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.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances 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 affected, said mortgage or pay 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 unpaid 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.

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 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; 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 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 COOK County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey of said County is hereby appointed to be first successor in this trust; and if for any 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 successor to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 15 day of OCTOBER, A. D. 1981

Bennie Jachim (SEAL)

Rose Jachim (SEAL)

Mary Ann Pollack (SEAL)

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State of Illinois }
County of Cook } ss.

I, Kim Anthony Piscopo

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
MARY ANN POLLACK, A WIDOW & BENNIE JACHIM & WIFE ROSE JACHIM

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.

Given under my hand and Notarial Seal, this 15th
day of October A. D. 19 84

Kim Anthony Piscopo
Notary Public.

My Commission Expires May 22, 1989



26 NOV 84 1:26

10.00 27340901 A - 80 998426 99-2621

Box No. 146

Trust Deed

TO
GERALD E. SIKORA Trustee

1st City Builders
Wes Tooper

THIS INSTRUMENT WAS PREPARED BY:

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/526-2180

END OF RECORDED DOCUMENT