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TRUST DEED

NO. 101NW

27348916

49-40773

This Indenture, WITNESSETH, That the Grantor Milton Ware and wife Jessie Ware as Joint Tenants

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

and in consideration of the sum of Nine Thousand Four Hundred Thirty Eight & No/100 Dollars hand paid, CONVEYS AND WARRANTS to GERALD E. SIKORA Trustee

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

and 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 15 IN LANSINGH'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 5, 6, 15 & 16 AND THE WEST 146.17 FEET OF LOTS 4 & 17 IN J. H. KEDZIE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, LYING 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 Milton Ware and wife Jessie Ware as Joint Tenants

justly indebted upon one principal promissory note bearing even date herewith, payable LAKE VIEW TRUST & SAVINGS

payable in 60 successive monthly instalments each of \$157.30 due MONTHLY on the note commencing on the 27 day of December 1927, 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 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 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 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 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.

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 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 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, 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 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 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 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 26th day of OCTOBER A. D. 19 27

Milton Ware (SEAL)  
Jessie Ware (SEAL)

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State of Illinois  
County of Cook ss.

I, Alex Eisenberg

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Milton Ware and wife Jessie Ware as Joint Tenants

personally known to me to be the same persons 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  
day of OCTOBER 1984 A. D.

*Alex Eisenberg*  
Notary Public.

Property of Cook County Clerk's Office

26 NOV 84 12 30 PM - V 27548916 144 98 04 11

Box No. 144

# Trust Deed

TO  
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:

*Cook Construction*  
ALEX EISENBERG

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

END OF RECORDED DOCUMENT