

TRUST DEED

No. 101NW 85126874 85126874

This Indenture, WITNESSETH, That the Grantor JAY CLAY and ORA LEE BOURNES

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Ninety-two hundred fifty and 20/100 Dollars in hand paid, 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 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 10 in Block 23 in South Lynne, being a subdivision of the North 1/2 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6422 South Seely Avenue, Chicago, Illinois.

Permanent Tax No. 20-19-113-032-0000

Hereby releasing and waiving all rights 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 JAY CLAY and ORA LEE BOURNES

justly indebted upon their one principal promissory note, bearing even date herewith, payable STONE CONSTRUCTION CO., Inc. and assigned to Northwest National Bank for the sum of Ninety-two hundred fifty and 20/100 dollars (\$9,250.20) payable in 60 successive monthly payments each of 154.17 due on the note commencing on the 25th day of Sept., 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes 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 repair, or 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 accordance with the policy by the grantor herein, who is hereby authorized to place such insurance in compliance with the terms of the first mortgage indebtedness, with loss clause attached thereto; (6) to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) in the event of failure to pay taxes or assessments, or the principal or interest thereon when due, the grantor, as 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 part thereof, and the interest at seven percent, per annum, shall be so much additional indebtedness secured hereby; (8) 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 be recoverable by the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven percent, 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; (9) in the event of a breach of any of the aforesaid covenants or agreements, the grantor, as the holder of said indebtedness, shall be liable for the reasonable and necessary costs of such foreclosure or suit, including reasonable solicitor fees, outlays for documentary evidence, a notary's charges, costs of printing or completing abstract showing the whole title of said premises embraced in said 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 listed in a certificate of sale, and shall be a condition of any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, as the said grantor, and for the heirs, executors, administrators and assigns of said grantor, shall retain the possession of, and control of, said premises pending such foreclosure proceedings, and agree 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 grantor, or of his refusal or failure to act, then Thomas S. Larsen 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 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 1st day of July, A. D. 1985

Signatures of Jay Clay and Ora Lee Bournes with (SEAL) stamps.

State of Illinois)
County of Cook) 55.

I, Shari Schwimmer
a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAY CLAY and ORA LEE BOURNES

personally known to me to be the same person whose name is JAY CLAY and ORA LEE BOURNES 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 12th day of July, A. D. 19 85.
Shari Schwimmer
Notary Public.

Property of Cook County Clerk's Office

DEPT-01 RECORDING 911.00
TR. 111 TRAM 1709 07/31/85 11.09.00
#3260 #A *85-124874

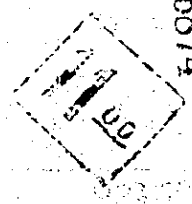
Box No. 246

Trust Deed

JAY CLAY and
ORA LEE BOURNES
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
3985 N. WAUKEE AVE. CHICAGO, IL 60641
312/777-7700



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