

# UNOFFICIAL COPY

TRUST DEED

NO. 101HW 85314

This Indenture, WITNESSETH, That the Grantor

GENEVIEVE CHMIELAK 85204257

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Twenty-five hundred forty-seven and 00/100-----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:

The West 15 feet of Lot 3 and the East 20 feet of Lot 4 in Block 2 in Dickinson's Subdivision of that part of the North 1/2 of the South West quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, lying West of the Chicago and Northwestern Railway Company's land, except right of way of the Chicago, Milwaukee and St. Paul Railway Company, in Cook County, Illinois, commonly known as 4717 West Pensacola, Chicago, Illinois.

Permanent Tax No. 13-15-305-021

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness, The Grantor, GENEVIEVE CHMIELAK

justly indebted upon her one principal promissory note, bearing even date herewith, payable NORTHWEST NATIONAL BANK for the sum of Twenty-five hundred forty-seven and 00/100 dollars (\$2,547.00) payable in 36 successive monthly instalments each of 70.75 due on the note commencing on the 1st day of Nov. 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 principal and interest thereon, as herein and on said notes provided, or according to any agreement extending time of payment; (2) to pay principal on the first day of each month; (3) to pay interest on said premises and on demand to whomever hereafter; (4) to keep all buildings now or at any time erected on said premises insured in compliance to be selected by the grantor herein, who is hereby authorized to place such insurance in compliance acceptable to the holder of the first mortgage on said premises, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept in full force and effect until the indebtedness is fully paid; (5) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall be required and payable; (6) in the event of failure to insure, or pay to see of encumbrances, or the principal or interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge of purchase tax on the affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (7) in the event of a lawsuit of any of the above and encumbrances or agreements the undersigned and including principal and all earned interest 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 its own terms; (8) in addition to the grantor that all expenses and disbursements paid or incurred in behalf of the grantor in connection with the foregoing herein, including reasonable attorney fees, outlays for documentary evidence, stamp duty, charges, cost of procuring or completing a deed, or the title of said premises containing hereinafter herein, shall be paid by the grantor; (9) and the like expenses and disbursements, occasioned by any suit or proceedings, 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; (10) All such expenses and disbursements shall be an additional lien upon said premises, shall be paid as costs and charges in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall be entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid in full; (11) the grantor and for the here, executor, 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 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 same.

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 to be appointed to be second successor in this trust. And when all the above covenants and agreements are performed, the grantor or his successor in trust, shall release said premises from any lien or claim existing, notwithstanding his reasonable charges.

Witness the hand and seal of the grantor, this 12th day of September, 1985, A. D. 1985.

Genevieve Chmielak (SEAL) (SEAL) (SEAL) (SEAL)

85204257

# UNOFFICIAL COPY

State of Illinois  
County of Cook } 55.

I, Margaret M. Peterson  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that GENEVIEVE CHMIELAK

personally known to me to be the same person whose name is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 September A. D. 1985.

Margaret M. Peterson  
Notary Public

MY COMMISSION EXPIRES  
SEPTEMBER 1, 1989

1100

Property of Cook County Clerk's Office

REPT-91 RECEIVING UNIT  
911 69  
TELEPHONE ROOM 5733 89/25/85 09:53:09  
#4 \* 85-204257

Inst. No. 246  
**Trust Deed**  
GENEVIEVE CHMIELAK  
TO  
JOSEPH DEZONNA, Trustee  
THIS INSTRUMENT WAS PREPARED BY:  
Robert E. Nowicki  
RECORDED IN BOOK 10884  
PAGE 10884  
0451