

UNOFFICIAL COPY

0 5 4 9 86 1731

TRUST DEED

This Indenture, WITNESSETH, That the Grantor ELAINE D. CHAMBERS

of the City Chicago County of Cook and State of Illinois
for and in consideration of the sum of Two Thousand Six Hundred Forty and no/100 Dollars

In hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
of the City 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 Chicago County of Cook and State of Illinois, to-wit:
Lot 94 in Englewood on the Hill First Addition, a subdivision of the West
1/2 of the North West 1/4 of the South East 1/4 and the North East 1/4 of
the North West 1/4 of the South East 1/4 of Section 19, Township 38 North,
Range 14, East of the Third Principal Meridian in Cook County, Illinois,
commonly known as 6754 South Wolcott, Chicago, Illinois.

Permanent Tax No. 20-19-401-044

86491731

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's ELAINE D. CHAMBERS
justly indebted upon her one retail installment contract bearing even date herewith, providing for 60
installments of principal and interest in the amount of \$ 64.9 each until paid in full. ~~XXXXXXXXXX~~
which retail installment contract has been assigned by PLYWOOD HOME IMPROVEMENT
CO. to Northwest National Bank of Chicago.

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 a building or improvement 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 grantor 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, 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 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 grantor 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 affecting said premises or pay all prior incumbrances 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, until the same additional indebtedness is secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest and fees 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 fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole 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 secured by trusts 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 deemed void, 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 his 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 Ronald D. Wood 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 17th day of September, A. D. 1986.

Elaine D. Chambers (Signature)

(SEAL)
(SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Bar No. 246

Trust deed

ELAINE D. CHAMBERS

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
3985 N.W. WALKER AVE CHICAGO, IL 60641
312 777 7700

86491731

DEPT-01 RECORDING \$11.00
TR#333 TRAN 5256 10/22/86 09:55:00
#7170 # 0 * 04-471731
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Commission Expires November 3, 1987

Notary Public

Kathleen Woodmaster

day of A. D. 19 86

Given under my hand and Notarial Seal, this

17th

as *Kathleen Woodmaster*, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the same person whose name *Kathleen Woodmaster* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument

I, *KATHLEEN WOODMASTER*, Notary Public in and for said County, in the State aforesaid, do hereby certify that *ELAINE D. CHAMBERS*

State of Illinois }
County of Cook }
555 }