

TRUST DEED

This Indenture, WITNESSETH, That the Grantor Beatrice Cotton, a widow

of the city of Chicago, County of Cook and State of Illinois

for and in consideration of the sum of Nine Thousand Five Hundred Sixty Eight & 08/100 Dollars in hand paid, CONVEYS AND WARRANTS 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 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 39 (except the East 9 feet thereof) and the East 17 feet of Lot 40 B. 1 in Race and Pearson subdivision of the West 15 acres of that part of the West 1/4 of the South East 1/4 lying South of South Western Plank Road in 23, 39, 13, a tract of land in the North 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 40 North, Range 12 East of the Third Principal Meridian lying Northeasterly of the Northeasterly Line of 45th Ave

Commonly known as 3518 West Cermak Road Chicago, Illinois

Permanent Tax No: 20-23-416-075.90

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 Beatrice Cotton, a widow

justly indebted upon one principal promissory note bearing even date herewith, payable

WELLS FARGO BANK, N.A. AS ANNOTATED Lake View Trust and Savings

payable in 36 successive monthly instalments each of \$265.78 due monthly on the note commencing on the 9th day of Feb 1984 and on the same date of each month thereafter, until paid, with interest prior 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, 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, 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 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 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, shall be so much additional indebtedness secured hereby. In the event of a breach of any of the foregoing covenants or agreements the whole of said indebtedness, including principal and all earned 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 foregoing 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... 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 proceeding, 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 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 24th day of January A.D. 19 84

Beatrice Cotton (SEAL)
Alicia Cotton (SEAL)
(SEAL)
(SEAL)

86011874

UNOFFICIAL COPY

Box No. 140

Trust Deed

Beatrice Cotton, a widow
378 W. Cermak
Chicago, Ill. 60616

TO

GERALD E. SIKORA Trustee
Lakeview Bank
3001 N. Ashland
Chicago, Ill. 60647

THIS INSTRUMENT WAS PREPARED BY:
Bernard Schneider
Budget Construction Co.
6218 N. Pulaski Rd.
Chicago, Illinois 60646
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

86 011874

DEPT-01 RECORDING \$11.00
#4444 TRAN 0197 01/09/86 14:48:00
#2531 # D * 86-011874

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I, Marilyn A. Anderson, Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Beatrice Cotton, a widow 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 22th day of January, A. D. 1986)
Marilyn A. Anderson
Notary Public

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