

UNOFFICIAL COPY

TRUST DEED

This Indenture, WITNESSETH That the Grantor James W. Miller and Ernestine Miller his wife as Joint Tenants

of the City of Chicago County of Cook and State of Illinois 11118019 86152549 for and in consideration of the sum of Five Thousand One Hundred Twenty One & 60/100 Dollars

in hand paid, CONVEY AND WARRANT to GEHALD 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 improvement 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 23, in Block 7 in Holstein subdivision in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 2315 W. Lyndale, Chicago PERMANENT TAX NO: 14-31-111-021

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 James W. Miller and Ernestine Miller his wife as Joint Tenants justly indebted upon one principal promissory note bearing even date herewith, payable to: Cory Construction Corp. and Assigned to Lake View Trust & Savings

payable in 60 successive monthly installments each of 85.36 due monthly on the note commencing on the 1st day of April 19 19 19 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 and in said notes provided, or according to any agreement extending time of payment. 2. To pay prior to the 1st day of January each year, all taxes and assessments of this State, and on demand to exhibit records thereon. 3. Within sixty days after destruction or damage to rebuild or restore, or to begin or improvements on said premises that may have been destroyed or damaged. 4. That waste on said premises shall not be committed or suffered. 5. To keep all buildings now or at any time on said premises insured in companies whose selection 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 to the first Trustee or Mortgagee, and second, to the Trustee herein, as their interests may appear, which policies shall be held 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. 7. To pay all taxes, assessments, or the interest thereon when due. 8. To procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay any prior incumbrances and the interest thereon from time to time, and if he or she will not do so, 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 of the said indebtedness secured hereon. 9. In the event of a breach of any of the aforesaid 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 it were said indebtedness had then matured by express terms. 10. It is Agreed by the grantor that all expenses and disbursements, and or incurred in behalf of compliance in connection with the foreclosure thereof, including reasonable attorneys fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract showing the whole title of said premises, hearing foreclosure decrees, shall be paid by the grantor, and the like expenses and disbursements, as incurred 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. 11. All court 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, whether decree of sale shall have been entered or not, shall not be the proceeds, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, as aforesaid, have been paid. The grantor, for said grantor, and the heirs, executors, administrators and assigns of said grantor, waive all right to the possession 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, if once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession and 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 RESIGNATURE 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 fails 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 receive said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 11th day of April, 19 19 A. D. 19 19

James W. Miller (SEAL) Ernestine Miller (SEAL)

86152549

UNOFFICIAL COPY

Box No. 1-1-1

James W. Miller

Trust Fund

*[Handwritten signature]*

TO

GERALD E. SIKORA Trustee

*[Handwritten signature]*

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.

6316 N. Cicero Ave.  
Chicago, IL 60646

Alex Eisenberg  
300 N. Dearborn St., Suite 1000  
Chicago, IL 60610

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Property of Cook County Clerk's Office

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I, Alex Eisenberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Miller and Ernestine Miller his wife are joint tenants.  
personally known to me to be the same person as whose name as stated in the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_  
Notary Public

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State of Illinois }  
County of Cook }  
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