

UNOFFICIAL COPY

36-48700

TRUST DEED

86301683

This Indenture, WITNESSETH, That the Grantor  
 Henry Humphries & Pamela Humphries  
 of the City of Chicago, County of Cook, and State of Illinois  
 for and in consideration of the sum of Seven Thousand Five Hundred Fifty Four & 94/100 Dollars  
 in hand paid, CONVEY AND WARRANT 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 fol-  
 lowing 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, situate  
 in the City of Chicago, County of Cook, and State of Illinois, to-wit:  
 Lot 12 in Block 6 in Golden Gate Subdivision, a Subdivision  
 of part of the East 1/4 of the Northwest 1/4 of Section 34,  
 Township 37 North, Range 14, East of the Third Principal  
 Meridian, in Cook County, Illinois.

P.I.N. 25-34-109-012 MIC

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 Henry Humphries & Pamela Humphries  
 justly indebted upon one principal promissory note, bearing even date herewith, payable

New 5712 Builders Assigned to American Bank  
 payable in 84 successive monthly installments each of \$99.41 due monthly  
 on the note commencing on the 15 day of August 1976 and on the same date of  
 each month thereafter, until paid, with interest after maturity at the highest  
 lawful rate.

**THIS IS A JUNIOR MORTGAGE**

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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 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; (7) To pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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 to be paid or incurred in behalf of complainant in connection with the foreclosure 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 as embracing foreclosure decree 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 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 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 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 1 day of July A. D. 1976  
 Pamela C. Humphries (SEAL)  
 Henry Humphries (SEAL)

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1st Mortgage  
Box No. 146

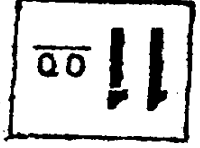
# Trust Agreement

Henry & Barbara Humphreys  
1315 S. Dearborn St.  
Chicago, Ill. 60607

TO  
Gerald E. Sikora, Trustee  
3301 N. Ashland Ave.  
Chicago, Ill. 60647

THIS INSTRUMENT WAS PREPARED BY:  
New Style Business  
3349 Wilton Ave.  
Chicago, Ill. 60647

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILL. 60647  
312/526-2180



Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.00  
18444 TRAM 0282 07/17/86 15:45:00  
#5795 # D \* 86-301483  
COOK COUNTY RECORDER

89103-38-

89103-38-

8910398

Notary Public

*My commission expires 8/1/87*  
*Mark A. Berkley*

day of \_\_\_\_\_ A. D. 1986

I, *Mark A. Berkley*, a Notary Public in and for said County, in the State of Illinois, do hereby certify that *Henry & Barbara Humphreys* personally known to me to be the same person, whose name \_\_\_\_\_, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }  
County of Cook } 55.