

This Indenture, WITNESSETH, That the Grantor<sup>S</sup>

James W. Powell & Bessie M. Powell, his wife (J)

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Seventeen Thousand Five Hundred Eleven & 48/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA

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 everything 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 33 in Block 1 in Birge and Company's Subdivision of the North 1/2 of the South East 1/4 of the South East 1/4 of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index No. 16-04-420-003

Commonly known as: 4857 W. Augusta Chicago, Ill 60651

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 James W. Powell & Bessie M. Powell, his wife (J)

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$259.47 each until paid in full, payable to

Insured Financial Acceptance Corp.

87411536

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments... (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... (6) To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to so insure, or pay taxes or assessments, or the prior encumbrances 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 lien or title affecting said premises or pay all prior encumbrances 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... seven per cent, per annum, shall be so much additional indebtedness 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 accrued 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 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 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 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 paid 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 thereon given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantee... for said grantor... or his 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 grantor, or of his refusal or failure to act, then

I Grant E. Reed

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 22 day of June A. D. 19 87

X James W. Powell (SEAL)

X Bessie M. Powell (SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Box No. ....

Trust Item

James W. Powell  
Bessie M. Powell  
TO

GERALD E. SIKORA, Trustee  
INSURED FINANCIAL ACCEPTANCE CORP.  
4455 WEST MONROSE AVENUE  
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

INSURED FINANCIAL ACCEPTANCE CORP.  
4455 WEST MONROSE AVENUE  
CHICAGO, ILLINOIS 60641



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Property of Cook County Clerk's Office

87411536

DEPT-91 RECORDING \$12.25  
T#1111 TRAN 1763 97/27/87 11:13:09  
#9929 # 9 \* 87-411536  
COOK COUNTY RECORDER

I, BESSIE LAOIA  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES W. POWELL  
personally known to me to be the same person S whose name S RAE  
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument  
as THEIR 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 July day of 1987  
[Signature]  
Notary Public

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