

UNOFFICIAL COPY

87533038

This Indenture, WITNESSETH, That the Grantor Virginia Lee Mitchell

of the City of Chicago County of Cook, and State of Illinois
for and in consideration of the sum of Five thousand five hundred seventy nine & 40/100 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 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:
650 N. Long Chicago, Il
Lot 3 in Damier's Subdivision of Lots 1 to 13 and 20 foot alley
South of and adjoining in Block 1 in Wilson and St. Clair's
Resubdivision of Block 3 in Merrick's Subdivision of Block 5
In Austin and Merrick's Subdivision of the West 1/2 of the
Northwest 1/4 of Section 9, Township 39 North, Range 13 East of the
Third Principal Meridian, in Cook County, Illinois.

PIN# 16-09-109-031

CFO un

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 Virginia Lee Mitchell

60

Justly indebted upon one retail installment contract bearing even date herewith, providing for
installments of principal and interest in the amount of \$ 92.99 each until paid in full, payable to
1st. Metropolitan Builders assigned to:
Insured Financial Acceptance Corp.

87533038

The Grantor covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, in said note 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 Mortgagor, to the second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (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 so to 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 tax 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 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 aforesaid covenants or agreements the whole of said indebtedness, including principal and all expenses incurred, 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 been matured by express terms.

If it occurs by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitors fees, outlays for documentary evidence, disengaged charges, cost of procuring or completing abstract showing the whole title of said premises—abreaching foreclosure decree—shall be paid by the grantor, and all 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 sued at costs and included in any bill of sale to be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be delayed, nor a release 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 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 County, of the grantee, or of his refusal or failure to act, then 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 6 day of Sept. A. D. 1887.

X Virginia Lee Mitchell

(SEAL)

(SEAL)

(SEAL)

(SEAL)

RECORDED
State of Illinois
County of Cook

UNOFFICIAL COPY

55.

I, Andrea R. Klusendorf

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Virginia Lee Mitchell

personally known to me to be the same person . . . whose name^s . . . are . . . subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ^s 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 22nd day of September A. D. 1987.

" OFFICIAL SEAL "
ANDREA R. KLUSENDORF
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/2/87

DEPT-91 RECORDING \$12.25
T#1111 TRAN 5297 09/30/87 09:18:00
#8174 # A *-87-533038
COOK COUNTY RECORDER

Grant Deed

Box No.

Virginia Lee Mitchell

TO

Gerald E. Sikora, Trustee
INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO

THIS INSTRUMENT WAS PREPARED BY:

Kathy Klusendorf

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

87533038

12/7/87

186034