

This Indenture, WITNESSETH, That the Grantor GENEVIEVE CHMIELAK

of the CITY of CHICAGO County of COOK and State of ILLINOIS

for and in consideration of the sum of TWENTY-TWO HUNDRED FIFTY AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to JOHN YOUNG, 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

The West 15 feet of Lot 3 and the East 20 Feet of Lot 4 in Block 2 in Dickinson's Subdivision of that part of the North 1/2 of the South West quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, lying West of the Chicago and Northwestern Railway Company's land, except right of way of the Chicago, Milwaukee and St. Paul Railway Company, in Cook County, Illinois.

Prop. address: 4717 W. Pensacola Ave., Chgo., Il.

P.I.N. 13-15-303-021

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 GENEVIEVE CHMIELAK

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

to NORTHWEST NATIONAL BANK OF CHICAGO

payable in 60 successive monthly installments each of \$42.47 due on the note commencing on the 23rd day of Nov. 1987, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor does hereby warrant 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 a valid receipt therefor. 3. Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises if they have been destroyed or damaged, 4. That waste to said premises shall not be committed or suffered. 5. To keep all buildings here 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 and 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 owed hereby.

In the event of a breach of any of the above-mentioned covenants, 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 of all of said indebtedness had then matured by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred on behalf of complainant in connection with this foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing sheets of showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor, and the like expenses and disbursements, as 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 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 solicitors fees have been paid. The grantor, the 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

Ronald Wood

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 7th day of OCTOBER, 1987 A. D. 1987

Genevieve Chmielak (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

87578374

150000000

UNOFFICIAL COPY

Box No. 246

Trust Deed

GENEVIEVE CHMIELAK

TO

JOHN YOUNG, Trustee

ROBERT E. NOWICKI

THIS INSTRUMENT WAS PREPARED BY:

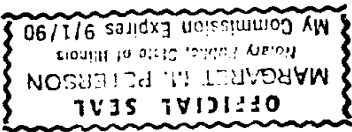
NORTHWEST NAT. TRUST BANK OF CHICAGO
1335 MILWAUKEE AVE. CHICAGO, ILL. 60641
312 277 7700

87-57837A



DEPT-01 RECORDING \$12.00
T#2222 TRAN 0175 10/27/87 09:30:00
#8946 # B * 87-57837A
COOK COUNTY RECORDER

Property of Cook County Clerk's Office



Notary Public

Margaret M. Peterson

day of October, A.D. 19 87

(I will, under my hand and Notarial Seal, this 20th

personally known to me to be the same person, whose name is _____ as hereinafter set forth, including the release and waiver of the right of homestead instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument

I, MARGARET M. PETERSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GENEVIEVE CHMIELAK

State of Illinois }
County of Cook }

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