

UNOFFICIAL COPY

87024421 36-5000

This Instrument was prepared by Unweppes 2727 W. Touhy, Chicago

This Indenture, WITNESSETH, That the Grantor Johnny Flemming, Estelle Fleming 7726 S Greenwood, Chicago, Illinois

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Ten thousand eight hundred forty four dollars \$10,844.00 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 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 11 in Block 81 in Cornell, a Subdivision of Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

DEPT-61 RECORDING \$11.00 TR#4444 TRAN 0238 10:10:00 #5205 # ID * 4444-1 COOK COUNTY RECORDER

P. N. 20-26-34-039 known as 7726 S Greenwood Ave

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.

WITNESAS, The Grantor's Johnny Flemming, Estelle Fleming justly indebted upon one retail installment contract bearing even date herewith, providing for 54 installments of principal and interest in the amount of \$ 129.10 each until paid in full, payable to Shared Construction Co and assigned to Leveaux Trust and Savings

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 in 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 hereby at their cost 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 let and run on with the said Mortgagees or Trustees 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) in the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 on the sum from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon 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; (9) if assigned by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said indebtedness, including reasonable solicitors fees, outlays for documentary evidence, storage upon delivery, cost of preparing or completing abstract, showing the whole title of said premises, and any other necessary disbursements shall be paid by the grantor, and the tax expenses and disbursements occasioned by any suit or proceeding wherein the grantor 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 thereon, 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 stayed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor, for said grantor and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 grantor 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 8th day of October A. D. 1986

X Johnny Flemming (SEAL) X Estelle M. Fleming (SEAL)

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Box No. 146

Trust Deed

John + Peggie Henry
776 S. Dearborn

Chicago, Ill. 60619
TO

GERALD E. SIKORA, Trustee
Gale Lloyd Sisk
399 N. Dearborn
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:
Paul Construction

2727 1/2 South
Chicago, Ill. 60655
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/525-2180

Property of Cook County Clerk's Office

87024421

State of Illinois }
County of Cook }
I, *Ann Tappan*
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that *John + Peggie Henry*
personally known to me to be the same person whose name *is*
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
with the (Free and voluntary act, for the use and purpose herein set forth), including the release and waiver of the right of homestead.
(Shewn under my hand and Notarial Seal, this *26* day of *October* A. D. 19 *76*
Ann Tappan
Notary Public
My Commission Expires *Sept. 5, 1989*