

87035933
59-51412

This Indenture,

WITNESSETH, That the Grantor

WILLIE C. CALDWELL & WIFE, MATTYE B. CALDWELL

CITY CHICAGO COOK ILLINOIS

of the TWO THOUSAND TWO HUNDRED THIRTY FIVE DOLLAR 36/100

for and in consideration of the sum of 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 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 3 IN WO BUDDS SUBDIVISION OF LOTS 14 TO 35 BOTH INCLUSIVE IN BLOCK 3 IN THE SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS; 5839 S UNION
PIN 20-16-122-013

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 WILLIE C. CALDWELL & MATTYE B. CALDWELL

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 93.14 each until paid in full, payable to

FOSTER BUILDERS ASSIGNED TO LAKEVIEW TRUST & SAVINGS BANK

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 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 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 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 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 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 thereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract showing the whole title of said premises, and acting foreclosure decree - shall be paid by the grantor and the 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. In such expenses and disbursements shall be an additional lien upon said premises, shall be a lien on 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 cost of suit, including solicitor's fees have been paid. The grantor, for said grantor and for their heirs, executors, administrators and assigns of said premises, severally, 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 hereon, 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 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 4th day of September A. D. 19 86

Willie C. Caldwell (SEAL)

Mattye Caldwell (SEAL)

(SEAL)

(SEAL)

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87035933

UNOFFICIAL COPY

Box No. 144

Trust deed

Walter & Patricia Caldwell
5839 S. Lehigh
Chicago, Ill 60637

TO

GERALD E. SIKORA, Trustee
Gerald E. Sikora
3501 N. Dearborn
Chicago, Ill 60641

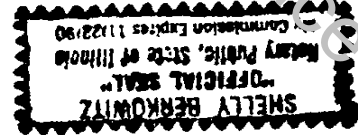
THIS INSTRUMENT WAS PREPARED BY:

Walter & Patricia Caldwell
3530 W. Fullerton
Chicago, Ill 60657
LAKE VIEW/IRLSTAND SAVINGS BANK
3201 N. ARLAND AVE., CHICAGO, ILL 60657
312/525-2700



DEPT-01 RECORDING \$11.00
TN4444 TRAN 0346 01/29/87 11:38:00
#0439 # D * 37 035403
COOK COUNTY RECORDER

Property of Cook County Clerk's Office



87-035933

Shelly Berkowitz
Notary Public

Given under my hand and Notarial Seal, this
September 25, 1985

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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.

I, **SHELLEY BERKOWITZ**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **WILLIAM C. CALDWELL AND PATRICIA CALDWELL** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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.

State of Illinois }
County of Cook }

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