

This Indenture, WITNESSETH, That the Grantor Russell Harold Sowadski & Linda Jean, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Two thousand one hundred twenty eight & 32/100 Dollars in hand paid, CONVEY, AND WARRANT to Builders Discount Co.

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:

.2725 W. Ainslie  
Lot 5 in the Subdivision of Lot 58 in Shackford's Subdivision of the  
SW 1/4 of the SE 1/4 of Section 12, Township 40 N, Range 13, East of the  
Third Principal Meridian, in Cook County, Illinois.

PIN# 13-12-416-014

*Handwritten initials: G.H.O. & J.*

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 Russell Harold Sowadski & Linda Jean, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 18.68 each until paid in full, payable to Builders Discount Co.

THIS 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 against said premises... (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 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 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... agree... 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 earned 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.

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 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 first successor in this trust; and if for some reason 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 30 day of January A. D. 19 87

Prepared by:  
Leida Trevino  
4258 N. Cicero  
Chicago, IL 60641

Linda Jean Sowadski (SEAL)  
Russell Harold Sowadski (SEAL)

87026633

# UNOFFICIAL COPY

State of Illinois  
County of Cook } ss.

87076633

I, Gerri Andrzejewski  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Russell Harold Sowadski & Linda Jean Sowadski, his wife

personally known to me to be the same persons whose names are are 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.

Given under my hand and Notarial Seal, this 30th  
day of Jan A. D. 1987

*Gerri Andrzejewski*  
Notary Public



Mail To:  
Builders Discount Co.  
4801 W. Cullom  
Chicago, IL 60641



Property of Cook County Clerk's Office

DEPT-01 RECORDING 11:25  
TRAN 1660 02/06/87 14:12:00  
#2337 # 4 \* 87-076633  
COOK COUNTY RECORDER

Box No. ....

**Trusteed**

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY: