

UNOFFICIAL COPY 87171007

This Indenture, WITNESSETH, that the Grantor Jesse Charles Wilkes, Unmarried

of the Village of Maywood County of Cook and State of Illinois
for and in consideration of the sum of Thirty three thousand one hundred twenty & 00/100 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 fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

Village of Maywood County of Cook and State of Illinois, to wit:

The South 33 feet of the North 75 feet of Lot 5 in Block 6 in Stannard's first addition Maywood, being a subdivision of the

North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 12, East of the Third Principal Meridian, in

Cook County, Illinois.

Commonly known as 1935 S. 4th Avenue, Maywood, Illinois

Permanent Tax #15-14-313-013.

F-AD-7

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 Jesse Charles Wilkes

justly indebted upon one retail installment contract bearing even date herewith, providing for 180 installments of principal and interest in the amount of \$ 24.00 each until paid in full, payable to

Insured Financial Acceptance Corporation

4455 N. Montrose Avenue, Chicago, Illinois 60641

THE GRANTOR, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, 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 Mortgagors 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.

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, by 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 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 will bear 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 prior incumbrances 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 fees, costs of foreclosures, damages, telephone charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantor; and the 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 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 solicitor's fees have been paid. The grantor, for 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

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 8th day of

MARCH A. D. 1987

Jesse Charles Wilkes (SEAL)

Jesse Charles Wilkes (SEAL)

(SEAL)

(SEAL)

(SEAL)

COURTENS

UNOFFICIAL COPY

Trust Deed

Box No.



Jesse Charles Wilkes
Kamakie

TO

GERALD E. SIKORA, Trustee
INSURED FINANCIAL ACCEPTANCE CORP.

4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

My Commission Expires July 30, 1989

day of March A.D. 1987
Signed under my hand and Notarial Seal, this 27 day of April 1987

I, Jesse Charles Wilkes, unmarred, a Notary Public in and for said County, in the State of Oregon, this day of April 1987, do hereby certify that the above named instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing

Notary Public

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100121-18

100121-18

87118001

County of Illinois
Cook

555

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