

UNOFFICIAL COPY

87196999

This Indenture, WITNESSETH, that the Grantor

of the City of Chicago County Cook State of Illinois for and in consideration of the sum of Eleven Thousand Five Hundred and Eighty Dollars in hand paid, CONVEY AND WARRANT

of the City of Chicago County Cook 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:

LOT 24 AND THE NORTH 1/2 OF LOT 23 IN BLOCK 7 IN UNIVERSITY SUBDIVISION OF ENGLEWOOD, BEING THE EAST 35 ACRES OF THE NORTH 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 6433 South Normal, Chicago, Illinois

Permanent Tax No. 20-21-113-010-0000 ALF
DBC

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois
IN THIS, nevertheless, for the purpose of securing performance of the covenants and agreements hereby

WHEREAS, The Grantor's

James Brigham

justly indebted upon

one retail installment contract bearing even date herewith, providing for \$ 121.80

installments of principal and interest in the amount of \$ 60

BUDGET CONSTRUCTION CO.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 *compliance* with a policy selected by the grantor herein, which is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with such clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein as other interests may appear, which policies shall be left in full remaining to the original Mortgagors or Trustees until the indebtedness is fully paid; (6) To pay all prior encumbrances, and the interest thereon, at the time of sale, if any, and same will be so paid and payable.

In case of failure to make any payment of taxes or assessments or of the prior encumbrances or of the interest thereon when due, the grantor or the holder of said indebtedness, may procure such service, or pay such taxes or assessments or purchase any tax lien or title affecting said premises or pay all prior encumbrances 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 above 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 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 complaint in connection with the foreclosed property, including reasonable collection fees, outlays for documentary evidence, stenographic charges, cost of preparing or completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expense and disbursement occasioned by any suit or proceeding wherein the grantor or any holder of any part of any interest in such property, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional debt upon said premises, shall be paid 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 a defense to the holder of any bill of lading issued by the grantor, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid by the grantor, to the said grantor, and for the hours, executors, administrators and assigns of said grantor, who waive all right to the possession, and income from, and premises pending such bill of lading proceedings, and agree that upon the filing of any bill of lading 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

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 charge.

Witness the hand and seal of the grantor this day of

A. D. 19

James Brigham

(SEAL)

(SEAL)

(SEAL)

87196999

Box No.

Urgent need

James. Brigham.

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HIS INSTRUMENT WAS PREPARED BY:

BOMBS IN CASE, HAVING TO GO.

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607 N. ROLAND RD.

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PINE, B. 10045

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BUDGET CONSTRUCTION CO.

1. Notary Public in and for said County, in the State aforesaid, Do hereby certify that James Brigham
Matthew A. Anderson
is Notary Public in and for said County, in the State aforesaid, Do hereby certify that James Brigham

Guarantee it Coope
Institute it Unions