

This Indenture,

WITNESSETH, That the Grantor Ellis Caldwell and Emmer Caldwell

Caldwell

of the City of Chicago County of Cook and State of Illinois 87242536

for and in consideration of the sum of Eight thousand thirteen and 12/100 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 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 45 (except the south 21.75 feet thereof) and all of Lot 46 in Block 2 in Conger and Davis Subdivision of South one-half of West one-half of East one-half of West one-half of Northeast one-fourth of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Also known as: 1259 N. Hayfield Chicago, Illinois. Permanent Real Estate Index No.: 16-05-226-037

AAO-58 All

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 Ellis Caldwell and Emmer Caldwell

justly indebted upon one retail installment contract bearing even date herewith, providing for installments of principal and interest in the amount of \$225.94 each until paid in full, payable to

Insured Financial Acceptance Corporation

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. To insure said premises against fire and theft, and to keep all buildings, trees 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 to same 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; 4. To pay all other assessments, 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 non performance of 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 at any all price hereinbefore and the amount thereon from time to time, and all money so paid, the Grantor agree to repay immediately without demand, and the same with interest, 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 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.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereon, including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, or procuring foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, recovered by any suit or proceeding wherein the trustee 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 used 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 dissolved, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including said attorney's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, do give, sell, convey and warrant, all right to the possession of, and income from, said premises pending such foreclosure proceedings, and do give 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 the 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, or receiving his reasonable charges.

Witness the hand and seal of the grantor this 4th day of April A. D. 1937

Ellis Caldwell (SEAL)
Emmer Caldwell (SEAL)
(SEAL)
(SEAL)

87242536

UNOFFICIAL COPY

Box No.

Trust Deed

*Ellis Caldwell and
Emerald Caldwell*
TO

GERALD E. SIKORA, Trustee
INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

Virginia A. Barica
INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641



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Property of Cook County Clerk's Office
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COOK COUNTY RECORDER
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I, **Ellen Sugerman**
a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Ellis Caldwell and Emerald Caldwell**
personally known to me to be the same persons, whose name **are** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **he** 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 **17th** day of **April**, A. D. 19**87**
Ellen Sugerman
Notary Public

State of Illinois }
County of Cook } 55