

# UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor Morris D. Jefferson Margaret Jefferson

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Five Thousand Six Hundred Eighty and 02 100 Dollars in hand paid, CONVEY. AND WARRANT to

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 6 in Block 2 in Strahorn's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 in Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4113 W. Potomac.  
Permanent Real Estate Index Number: 16-03-230-019

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 Morris D. Jefferson Margaret Jefferson, justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 27.62, each until paid in full, payable to

Chicago Lumber Co.

88406836

This 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 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 uttered, 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 so 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 claim or title affecting said premises or pay all prior incumbrances and the interest thereof, 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 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 equity, the same all of said indebtedness had then accrued by express terms.

It is agreed by the grantor, that in the event of any foreclosure or sale of said premises in connection with the foreclosed hereof—including reasonable expenses for attorney's fees, court charges, and disbursements paid by the grantor, or his assignee, for completing abstract showing the whole title to said property, embracing foreclosed debt—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 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 having 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 said and 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 and premise to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor, this 28 day of October, A.D. 1937

(SEAL)

Morris D. Jefferson (SEAL)

(SEAL)

**UNOFFICIAL COPY**

**Trust Deed**

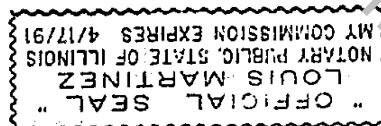
Box No. ....



THIS INSTRUMENT WAS PREPARED BY:

To  
Chicago Lumber  
2344 N. Cicero  
Urgo, IL 60639

DEPT-01  
\$12.25  
TH1111 TRAN 537 09/07/88 11:07:00  
#2341 44 A 48-464836  
COOK COUNTY RECORDER



day of December, A.D. 1987.

I, , free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, do hereby and voluntarily make this day in person, and acknowledge that the , aforesaid, sealed and delivered this said instrument, appeared before me this day in person, and acknowledged that the , aforesaid, sealed and delivered this said instrument personally known to me to be the same person, whose name is , aforesigned and subscribed to the foregoing

I, , Notary Public in and for said County, in the State aforesaid, do certify, that , Louis Martinez, D. Zeffersay, my signature, is a true copy of the original instrument.

State of Illinois  
County of Cook  
} 55.