

This Indenture, WITNESSETH, That the Grantor Matthew Mikhail, married to Jamila Mikhail, and Jacob Mikhail, married to Nivart Mikhail, and Jolite Mikhail (spinster) (J)

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

for and in consideration of the sum of thirty thousand, three hundred forty & 80/100 Dollars in hand paid, CONVEY AND WARRANT to First Metropolitan Builders, Inc.

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: 6454 North Sacramento, Chicago, Illinois

Lot 1 (except the North 32.54 Feet thereof) in Block 4 in Grady and Wallene Davon Avenue Addition to Rogers Park, being a Subdivision of the East 515.82 Feet of the South 1328.42 Feet of lot 4 in the Assessor's Division of the South West quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN # 10-36-323-076

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 Matthew Mikhail, married to Jamila Mikhail, and Jacob Mikhail, married to Nivart Mikhail, and Jolite Mikhail (spinster) (J) justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 252.84 each until paid in full, payable to

1st. Metropolitan Blds, Inc. assignee True Value Financial Corp.

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 standing 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 the policy of 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 Mortgagee or Trustee 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, (7) 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 pay 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, (8) in the event of a 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, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms, (9) if it appears by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said premises, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and taxing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, so incurred 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 solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill in foreclosure 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

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 1st day of September A. D. 19 88

Notary Public seal area

Handwritten signatures: Jolite Mikhail, Jamila Mikhail, and Jacob Mikhail with (SEAL) markings.

88-506599

UNOFFICIAL COPY

Box No.

Trust deed

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY:

88506599

186034

Property of Cook County Clerk's Office

DEPT-01
\$12.25
1#3333 TRAN 6343 11/02/88 15:23:00
45539 & C ** 88-506599
COOK COUNTY RECORDER

Mail co:
1st Metropolitan Builders
4258 North Cicero
Chicago, IL 60641

" OFFICIAL SEAL "
MARIANN J. DAVIS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/25/91

88-506599

Notary Public

Mariann J. Davis

day of September A D 1988

Last

I, Mariann J. Davis, a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Matthew Mikhail, married to Jamie Mikhail, and Jacob Mikhail, married to Nivare Mikhail, and Jolte Mikhail (spinster) (M) personally known to me to be the same person as whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, debt, under my hand and Notarial Seal, this

State of Illinois }
County of Cook