

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Jessie M. Conner

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

for and in consideration of the sum of Five thousand and 0/100 Dollars

in hand paid, CONVEY AND WARRANT to JAMES V. CARBONE \$5,000.00

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:

- Parcel 1: Lot 14 in Block 1 in D.S. Place's Subdivision of the East 1/4 of the NorthWest 1/4 of the North East 1/4 of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- Parcel 2: Lot 37 (except the West 5 feet and 4 inch thereof) in Charles Follansbee's Subdivision of Block 57 in Canal Trustee's Subdivision of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
- Permanent Real Estate Index Number: 16-15-201-030.
- Property Commonly Known As: 4224 W. Monroe Street, Chicago Illinois.

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

WHEREAS, The Grantor Jessie M. Conner

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 87.47 each until paid in full, payable to

Globe Builders, Inc.

Assigned To:

Insured Financial Acceptance Corp.

4455 W. Montrose Ave.

Chicago, IL 60641

RI 12-390

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THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness and the interest thereon at 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 on said premises shall not be committed or suffered. 5. To keep all buildings now or at any time on said premises insured in compliance to be selected by the grantee herein, with a policy or policies and to cause such insurance to be placed in companies acceptable to the holder of the first mortgage indebtedness, with the cost of such insurance to be paid, 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.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due by 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 lien 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 allowed 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 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 if all of said indebtedness had then matured in express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in the prosecution of a suit or suits in connection with the foreclosure of said premises including reasonable solicitor's fees, outlays for documentary evidence, stenographic charges, cost of producing transcripts and abstracts and the whole of said premises including foreclosure decree shall be paid by the grantor and the legal 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, foreclosure or suit, shall not be dismissed, nor a release thereof 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 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, and 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

John A. Laskey

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, so receiving his reasonable charges.

Witness the hand and seal of the grantor this 13th day of October A. D. 1988

Jessie M. Conner

Jessie M. Conner

(SEAL)
(SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Trust Deed

Box No. _____

Jessie M. Conner

TO

JAMES V. CARBONE, Trustee

Insured Financial Acceptance Corp.,
4455 W. Montrose Ave.,
Chicago, IL 60661

THIS INSTRUMENT WAS PREPARED BY:

Merrill Blatwin

Globe Builders, Inc.,
1950 N. Avondale
Chicago, IL 60641

MAIL TO:

Insured Financial Acceptance Corp.,
4455 W. Montrose Ave.,
Chicago, IL 60661

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Property of Cook County Clerk's Office

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DEC 12 1988
CLERK OF COOK COUNTY

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OFFICE
MERRILL BLATWIN
NOTARY PUBLIC
MY COMM. # 10287588

OFFICE
MERRILL BLATWIN
NOTARY PUBLIC
MY COMM. # 10287588

I, _____ the undersigned
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that
 _____ Jessie M. Conner
 personally known to me to be the same person whose name _____ is
 subscribed to the foregoing
 instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument
 as her 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 _____ day of December, A. D. 19 88

Notary Public: _____

State of Illinois }
 County of Cook } 357