

88273182

This Indenture, WITNESSETH, That the Grantor STEPHEN CUNNINGHAM AND SUSAN M. CUNNINGHAM AND RUSSELL J. RAPKEN

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

for and in consideration of the sum of SIXTY-FIVE HUNDRED AND NO/100 Dollars in hand paid, CONVEY AND WARRANT to ROBERT E. NOWICKI, Trustee

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 138 (except the East 10 feet thereof) and Lot 139 (except the West 10 feet thereof) in the 87th and Crawford Highland's

being a subdivision of Lots 1 to 3 in Hately and Boyer's

Resubdivision of the South 1/2 of the Southwest 1/4 of Section 35,

Township 33 North, Range 13, East of the 3rd P.M. in Cook County, Ill.

Prop. address: 704 W. 86th Street, Chgo. 60652

P. I. N. 19-35-322-069

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Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, in Trust, notwithstanding, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor STEPHEN CUNNINGHAM AND SUSAN CUNNINGHAM, HIS WIFE AND RUSSELL J. RAPKEN justly indebted upon their one principal promissory note, bearing even date herewith, payable to NORTHWEST NATIONAL BANK OF CHICAGO,

payable in 120 successive monthly installments each of \$97.95 due on the note commencing on the 12th day of JULY, 1988, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) To keep all buildings now or at any time on said premises... (4) That waste on said premises shall not be committed or suffered... (5) To 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... agree... 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 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 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... including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises... shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 taxes, in cost 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 annulled, 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 all 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 claiming under said grantor... appoint a receiver to take possession and 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 his refusal or failure to act, then

~~FOR THE PURPOSES OF THIS TRUST DEED~~ DENNIS TONGE 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 grantor 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 10th day of June, 1988

Stephen J. Cunningham (SEAL)
Susan M. Cunningham (SEAL)
Russell J. Rapken (SEAL)

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UNOFFICIAL COPY

Box No... 246.....

Trust Deed

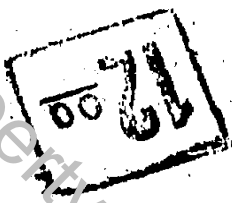
STEPHEN J. CUNNINGHAM AND SUSAN M. CUNNINGHAM, HIS WIFE AND RUSSELL J. RAPKEN.

TO
ROBERT E. NOWICKI, Trustee

THIS INSTRUMENT WAS PREPARED BY:
DENNIS TONGE

NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVE., CHICAGO, IL 60641
312/777-7700

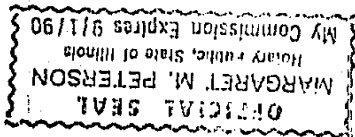
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Property of Cook County Clerk's Office

DEPT-91 RECORDING \$12.00
#156 # 1 * 08-273182
COOK COUNTY RECORDER



Margaret M. Peterson
Notary Public

day of JUNE A. D. 19 88

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEPHEN J. CUNNINGHAM AND SUSAN CUNNINGHAM, HIS WIFE AND RUSSELL J. RAPKEN are personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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 10th

State of Illinois }
County of Cook }
51.

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