

This Indenture, WITNESSETH, That the Grantor Robert A. Dawson and Gloria C. Dawson, his wife, in joint tenancy

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Nine thousand and no/100 \$9,000.00 Dollars

in hand paid, CONVEY'S AND WARRANT'S 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 37 and the South 1/4 of Lot 38 in Block 2 in Koester and Zanders Addition to Irving Park, a Subdivision of Blocks 5, 10, 12, 17 and vacated streets adjoining said Blocks of Commissioner's Subdivision of the North West 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian (Except the North West 1/4 of the North West 1/4 and also excepting Right of Way of Chicago and Northwestern Railroad) in Cook County, Illinois.

Permanent Real Estate Index Number: 13-23-111-008 Property Commonly Known As 3831 N. Avers Ave., Chicago Illinois.

Heroby 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, Robert A. Dawson and Gloria C. Dawson, his wife, in joint tenancy

WHEREAS, The Grantor's one retail installment contract bearing even date herewith, providing for 60 Justly indebted upon Installments of principal and interest in the amount of \$ 212.96 each until paid in full, payable to Torry Home Improvements, Assigned to Insured Financial Acceptance Corporation

88360699

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 in 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 to be selected by the grantee herein, who to 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 encumbrances, 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 indebtedness 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 any prior encumbrances 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 accrued 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 past and 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 irrecoverable 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 hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree - shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder, or any party 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 of sale shall have been entered or not, shall not, in instead, 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... the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 grantee, or of his refusal or failure to act, then

Grant E. Road

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 to be 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 4th day of June A.D. 1988

Robert A. Dawson (SEAL) Gloria C. Dawson (SEAL)

88-98

UNOFFICIAL COPY

Trust deed

Box No.

Robert A. Dawson &
Gloria C. Dawson, his wife

TO

GERALD E. SIKORA, Trustee
Insured Financial Acceptance Corp.
4455 W. Montrose Ave.
Chicago, IL 60641

THIS INSTRUMENT WAS PREPARED BY:

Karen J. Quinn

Terry Home Improvements
5534 N. Kedzie
Chicago, IL 60625

MAIL TO:
Insured Financial Acceptance Corp.
4455 W. Montrose Ave.
Chicago, IL 60641

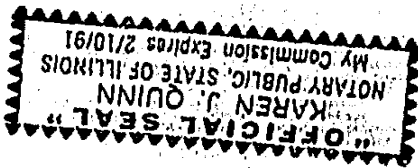
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COOK COUNTY RECORDER



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I, *Karen J. Quinn*
Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert A. Dawson and Gloria C. Dawson, his wife, in joint tenancy
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
in, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Signed under my hand and Notarial Seal, this *fourth* day of *August*, A. D. 19 *88*.
Notary Public

Property of Cook County Clerk's Office