

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Anthony W. Davis And Rose Davis, his Wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Seven Thousand 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 21 (except the South 1 feet thereof) and the South 8 feet of Lot 20 in Block 19 in Montrose being a subdivision of the Northwest 1/4 and the North 1/2 of Section 15, Township 40 North, Range 13 East of the third Principal Meridian, in Cook County, Illinois, and the East 1/2 of Lot 1 of a subdivision of the North 1/2 of Section 16, Township 40 North range 13 east of the third Principal Meridian, in Cook County, Illinois.

P. I. N. 13-25-114-017

Prop. Address: 4625 N. Kenneth Chicago, Illinois 60630

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 Anthony W. Davis And Rose Davis, His Wife justly indebted upon Their one principal promisory note bearing even date herewith, payable to LaSalle Northwest National Bank

payable in successive monthly installments each of 164.73 due on the note commencing on the 17th day of September 8 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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COOK COUNTY REC'D OFFICE

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 in lieu 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 to be 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 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.

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 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 a part of the 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 to the grantor be 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 in equity, the entire amount of said indebtedness and then matured by express terms. It is Agreed by the grantor that all expenses and disbursements paid or incurred in connection with the foreclosure of said premises including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure decree 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 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, 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

In witness whereof the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Dennis Tonge of said County is hereby appointed to be first successor in this trust, and if for any cause said first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. 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 17 day of August A. D. 189

Anthony W. Davis (SEAL)
Rose A. Davis (SEAL)

89391262 (SEAL)

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UNOFFICIAL COPY

Box No. 246

Trust Deed

Anthony W. Davis And

Rose Davis, His Wife

TO

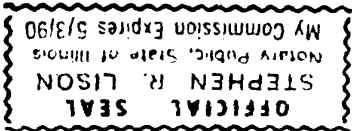
ROBERT E. NOWICKI, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Dennis Tonge

LaSalle Northland National Bank
4747 West Irving Park Road
Chicago, Illinois 60641
(312) 777-7700

Property of Cook County Clerk's Office

29216868



Box 246

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Anthony W. Davis, And Rose Davis, His Wife are personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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. Witness under my hand and Notarial Seal, this 17th day of August A. D. 1989

State of Illinois }
County of Cook }
ss. }