

UNOFFICIAL COPY

00545876 0764-57079

This Indenture, WITNESSETH, That the Grantor Adeline Carasgill
and his wife Carrie Carasgill,

of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of Five Thousand Dollars
in hand paid, CONVEY. AND WARRANT to THOMAS J. MICHELSON, 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 everything 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:
111 N. Clark St., Suite 1400, Chicago, Illinois, Section 35, Township 40, Range 13, East of the Main Branch of the Chicago River, in Cook County, Illinois.

Commonly known as 1727 N. Galley, Chicago, Illinois
Ref State Tax ID 1335 416-014 DEEDS-RECORDING 13 00
78777 TRM 7224 ED 06/06 10:11:00
#473-40-70-545376
COOK COUNTY RECORDER

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 Adeline & Carrie Carasgill,
justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$11,685 each until paid in full, payable to

H.S. Window Co Inc., assigned to Lasker-Lasker
Bank, 300 N. Michigan Ave., Chicago, IL

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The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 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 acceptable to 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 attaching first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees 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 so 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 to 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 will, 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 failure to pay all taxes or assessments, or 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 of 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 foreclosed hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a abstract showing the whole title of said premises embracing 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 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 valid 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 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 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 holding 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 ROBERT W. WILSHIE 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, 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 June A.D. 1977

Adeline Carasgill (SEAL)
Carrie Carasgill (SEAL)
..... (SEAL)
..... (SEAL)

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Pax No. 144

Trust Deed

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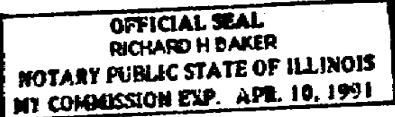
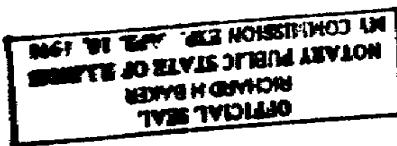
Caresselle Estate, Carmen
1727 N. Paulding
Chicago, Illinois

To

THOMAS J. MICELSON, Trustee

1937 W. Monroe
Fisalle Corp. Building
320 N. Michigan
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:



Notary Public

A.D. 1991
I, *[Signature]*, do hereby declare under my hand and Notarial Seal, this

Instrument, free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, instrument, appeared before me this day in person, and acknowledged that he, being sealed and delivered the said instrument personally known to me to be the same person, whose name is *[Signature]*, subscribed to the foregoing

a Notary Public in and for said County, in the State of Illinois, the attorney for whom, *[Signature]*, Esq., has

State of Illinois
County of Cook
B.R.

305-5526