

90093371

36-57028

This Indenture, WITNESSETH, That the Grantor Standard Bank and Trust Co. of Hickory Hills as Trustee, U/T/A dated 7/21/81, Trust #1701 and not personally,

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand Seven Hundred Twenty and 80/100 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 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 114 in Pike's Resubdivision of Lots 99 and 100 in Longwood Subdivision of part of the SE 1/4 of section 6, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 9341^S Vanderpool

Permanent Tax # 25-06-418-010

DEPT-61 RECORDING 13 00
7#9444 IRAN 3261 02/28/90 11 33 00
#5314 * D * -90-093571
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 Standard Bank and Trust Co. of Hickory Hills and not personally,

justly indebted upon one (1) installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 128.68 each until paid in full, payable to Excel Roofing Company, Inc. Assigned to Lakeview Trust and Savings Bank.

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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 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 to 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, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause, subject 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; (7) in the event of failure so 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 any 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 thereon from the date of payment at seven per cent per annum; (8) in the event of a breach of any of the foregoing 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; (9) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with this 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 embracing liens thereon decrees 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 thereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid. The grantor for said grantee and for the heirs, executors, administrators and assigns of said grantor waive all right in 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

In case of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then ROBERT W. WILSHE of said County is hereby appointed to be first successor in this trust, and if for any like cause and 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 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 19th day of November A. D. 19 89

STANDARD BANK AND TRUST CO. OF HICKORY HILLS AS TRUSTEE UNDER (SEAL)

TRUST NO. 1707 AND NOT INDIVIDUALLY (SEAL)
By [Signature] TRUST OFFICER

IF THIS ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF

1300

