

90223254

This Indenture, WITNESSETH, That the Grantor

JON J. EZAKI AND JERIE WATHEN EZAKI (HIS WIFE)

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

for and in consideration of the sum of SEVENTY SEVEN HUNDRED SIXTY AND NO/100THS 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: LOT 11 IN BLOCK 2 IN C. N. LOUCK'S RESUBDIVISION OF BLOCKS 7 AND 10 IN K. K. JONES' SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N. 13-23-306-011

C/K/A 3827 W. EDDY, CHICAGO, IL

DEPT-01 RECORDING \$13.00
#4444 TRAKN 4442 05/14/90 15:55:00
#0489 # * 90-223254
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 JON J. EZAKI AND JERIE WATHEN EZAKI (HIS WIFE)

justly indebted upon one real installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$35.09 each until paid in full, payable to

PAUL CONSTRUCTION CO., INC. AND ASSIGNED TO LASALLE BANK LAKEVIEW

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THE GRANTOR covenants and agrees 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 on 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 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 holder of the first mortgage indebtedness, with loss clause attached and 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 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 pay 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 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 earned 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 issuance hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compelling 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 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, said grantor, and for the heirs, executors, administrators and assigns of said grantor, do hereby give, 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 of 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

Thomas F. Bussey 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 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 grantors this 5TH day of APRIL, A. D. 19 90

Jon J. Ezaki (SEAL)
Jerie Wathen Ezaki (SEAL)
(SEAL)
(SEAL)

Handwritten initials/signature

UNOFFICIAL COPY

Box No. 146

Trust Deed

JOHN J. EARL & JERIE WATSON EARL

3527 W. 83RD
CHICAGO, ILLINOIS

LaSalle Bank (Trustee)
5901 N. JENSEN
CHICAGO, ILLINOIS

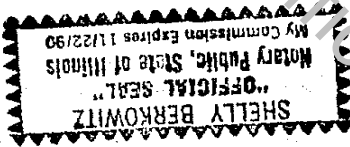
THIS INSTRUMENT WAS PREPARED BY:

Shelley Berkowitz
3530 W. JENSEN
CHICAGO, ILLINOIS
LaSalle Bank Lake View

CHICAGO, ILLINOIS 60646
MAYNARD W. PETERSON, AKA
& SHELLEY BERKOWITZ
PREPARED BY

Property of Cook County Clerk's Office

90223254



I, SHELLEY BERKOWITZ
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOHN J. EARL, ANN JERIE WATSON EARL, (WIFE'S WIFE)
 personally known to me to be the same person whose name is EARL
 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's, 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 APRIL day of 1990
SH
 Shelley Berkowitz
 Notary Public

State of Illinois }
County of Cook }
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