

This Indenture, WITNESSETH, That the Grantor

Leonard Smith and Corlean Smith his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Ten Thousand Six Hundred Fifty Dollars no/00--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:

THE NORTH FIFTEEN (15) FEET OF LOT TWO THOUSAND ONE HUNDRED FORTY TWO (2142) and lot two thousand one hundred forty three (2143) (except the north twenty (20) feet thereof) in Frederick H. Bartlett's Greater Chicago Subdivision No. 5, being a subdivision of that part lying West of the Right of Way of the Illinois Central Railroad Company of the East three quarters of the South half of the North half of the North West quarter of the South East quarter of Section Fifteen (15), Township thirty seven (37) North Range fourteen (14), East of the Third Principal Meridian, Cook County, Illinois.

Leonard Smith and Corlean Smith his wife. 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 Leonard Smith and Corlean Smith his wife justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$249.15 each until paid in full, payable to

Med City Furniture, assigned to Barber Sherman. DEPT OF RECORDING T#4444 TRAN 4442 05/14/90 15:55:00 #0440 # *-90-223255 COOK COUNTY RECORDER

90223255

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 to the first day of June in each year, all taxes and assessments on the land and 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 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 Mortgagees 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 insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 with 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 this foreclosure proceeding 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 foreclosure decree shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 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, and for the heirs, executors, administrators and assigns of said grantor, do hereby give, sell, convey and assign, 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 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. WILSHE 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 5th day of March A. D. 1990

X Leonard Smith (SEAL) X Corlean Smith (SEAL) (SEAL) (SEAL)

1300

UNOFFICIAL COPY

Box No. 144

Trust Deed

LEONARD & CONLERN SMITH

10516 S. KING
CHICAGO ILL 60648

TO

THOMAS J. MICHELSON, Trustee
FARMERS BANK CALVERTON
3301 N. WASHINGTON
CHICAGO, ILL. 60647

THIS INSTRUMENT WAS PREPARED BY:

Mrs. City Limberly
3835 W. PETERSON
CHICAGO ILL 60645
LaSalle Bank Lake View

Property of Cook County Clerk's Office

95282206

OFFICIAL SEAL
JEROME PAUL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR 25, 1992

Notary Public

day of MARCH A. D. 19 90

I, Jerome Paul, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leonard & Conlern Smith personally known to me to be the same person whose name 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of Cook State of Illinois

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