

90223259

This Indenture, WITNESSETH, That the Grantor ... VIRGINIA BERG ALSO SOMETIMES KNOWN AS VIRGINIA BURG ALSO SIGNING SUZANNE SENG

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of SIX THOUSAND SEVEN HUNDRED DOLLARS 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:

The East 25 Feet of Lot 19 in Block 3 in Ashland Addition to Haystackwood A Subdivision of that Part Southwest of Green Bay Road of the South West Quarter of the The South West Quarter Except the South 225 Feet of the West 200 Feet thereof of Section 17 Township 40 North Range 9 East of the Third Principal Meridian in Cook County Illinois

DEPT-01 RECORDING #13.00 #4444 TRAN 4442 05/14/90 15:56.00 #0444 # * - 90 - 223259 COOK COUNTY RECORDER

Commonly known as 1458 Culler, Chicago P.E.N. 14-17-313-027

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 VIRGINIA BERG ALSO SOMETIMES KNOWN AS VIRGINIA BURG ALSO SIGNING SUZANNE SENG justly indebted upon ONE retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 163.95 each until paid in full, payable to professional builders of Chicago assigned to lasalle bank lakemiev

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 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 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 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. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's 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 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, for said grantee, and for the heirs, executors, administrators and assigns of said grantor, waive all rights 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 of Foreclosed Covenants and Agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable

Witness the hand and seal of the grantor this 19 day of MARCH A. D. 19 90

X E Suzanne Seng (SEAL) X Virginia Berg, sometimes known as (SEAL) Virginia Berg (SEAL)

1200

UNOFFICIAL COPY

Box No. 146

Trust Agreement

Agreement of Trust + Virginia Beach
1910 1/2 Belmont
Chicago, IL 60657

TO

THOMAS J. MICHELSON, Trustee
LASALLE BANK LAKE VIEW
3201 N. ASHLAND AVE.
CHICAGO, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Thomas J. Michelson
1809 W. Fullerton Ave
Chicago, IL 60609
LaSalle Bank Lake View

Property of Cook County Clerk's Office

65222206

OFFICIAL SEAL
CATHERINE TIANO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 19, 1991

Given under my hand and Notarial Seal, this March day of 1990 A. D. 1990

Catherine Tiano
Notary Public

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she is the same person as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, CATHERINE TIANO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Virginia Beach, also same times signs Virginia Beach, E. SUZANNE SENS, also signing

State of Illinois
County of Cook
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