

04-5739

This Indenture, WITNESSETH, That the Grantor Mary S. Slawinski, UNMARRIED

of the City of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of Two Thousand One Hundred 00/100 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:
LOTS 11 AND 12 I.M. KASPAK'S SUBDIVISION OF P...
LOTS 1 TO 25 I.M. CLUSINE, OF BLOCK 34 I.M. THE SUBDIVISION
OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, I.M. COOK COUNTY, ILLINOIS

Common L. known as 1735 W. 16th St. DEPT-01 RECORDING \$13.00
PIN 1718 402-011 012 TH4444 TRAN 5070 06/19/90 09:42:00
#0463 H * -70-288857
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 Mary S. Slawinski, UNMARRIED
justly indebted upon one retail installment contract bearing even date herewith, providing for 48
installments of principal and interest in the amount of \$ 57.31 each until paid in full, payable to
Finance Department of the First National Bank of Chicago
Chicago, Ill.

This Grantor covenants and agrees 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 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 yearly in full, 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 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 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 foregoing aforesaid - including reasonable solicitors fees, outlays for documentary evidence, stenographic 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 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 grantor, as a 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 other person 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 22 day of July A. D. 1990
X Mary S. Slawinski (SEAL)

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UNOFFICIAL COPY

Box No. 146

Trust Deed

William S. Kornacker
1735 W. 16th St. Chicago
TO Cook Co. 60608

THOMAS J. MICHELSON, Trustee
LaSalle Bank Lake View
3901 N. Halsted St. Chicago
60641

THIS INSTRUMENT WAS PREPARED BY:
Facsimile Limited
2117 N. Western
Chicago IL 60647
LaSalle Bank Lake View

Property of Cook County Clerk's Office

I, CHARLES FORTINATO
State of Illinois }
County of Cook }

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 5/22 A.D. 1990
Notary Public
3/25/94
[Signature]

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