

This Indenture, WITNESSETH, That the Grantor BARBARA BOX 4136 W. 21ST PL. CHGO. IL. 60623

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$ 6,800.00 SIX THOUSAND EIGHT HUNDRED 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 28 IN BLOCK 3 IN THE SUBDIVISION OF BLOCKS 2, 3, AND 6 IN T.P. PHILLIPS EQUITABLE LAND ASSOCIATION ADDITION TO CHICAGO IN THE SE OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. # 16-22-423-028

COMMONLY KNOWN AS 4136 W. 21ST PL. CHICAGO, ILLINOIS 60623 DEPT-01 RECORDING 13.00 08/13/90 10:33:00 90392486 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 BARBARA BOX justly indebted upon one note installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 166.40 each until paid in full, payable to

SECOND CITY CONSTRUCTION CO., INC. ASSIGNED TO LASALLE BANK LAKEVIEW 90392486

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 outstanding 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies selected by the grantor 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; (7) 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 agree 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; (8) 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 said indebtedness had then matured by express term; (9) 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, monographer's charges, cost of procuring or completing abstract showing the whole title of said premises, an enforcing 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; (10) All such expenses and disbursements shall be an additional lien upon said premises, shall be read as covenants 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 quashed, 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 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 the Event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then any and every successor (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 22 day of MAY, A. D. 19 90

Barbara Box (SEAL) Thomas J. Michelson (SEAL)

90392486

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UNOFFICIAL COPY

Box No. 146

# Trust deed

Be the best  
4300 North Park  
Chicago, Illinois 60633

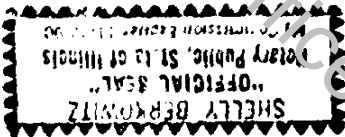
TO

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

THIS INSTRUMENT WAS PREPARED BY:

Shelly Berkowitz  
3000 W. Roosevelt  
Chicago, Illinois  
Lasalle Bank Lake View

Property of Cook County Clerk's Office



day of \_\_\_\_\_ A D 19

\_\_\_\_\_ under my hand and Notarial Seal, this

instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_, signed and delivered the said instrument free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing

a Notary Public in and for said County, in the State aforesaid, Do Herewith Certify that \_\_\_\_\_

BARBARA BOX

I, SHELLY BERKOWITZ

State of Illinois }  
County of Cook }

Shelly Berkowitz  
Notary Public

MAY 22, 1990

98526205