

This Indenture, WITNESSETH, That the Grantor ROSE, ASHLEY 1854 S. RIDGEWAY CHGO. IL. 60623

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$5,200.00 Five Thousand Two 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 46 AND 47 IN THE DOWNING'S SUBDIVISION OF BLOCK 7 TO 14 BOTH INCLUSIVE IN J.H. KEDZIE'S SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 23 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1854 S. RIDGEWAY CHGO. IL. 60623

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 ROSE ASHLEY

justly indebted upon ONE return payment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$47.25 each until paid in full, payable to

SECOND CITY CONSTRUCTION COMP. INC. ASSIGNED TO LASALLE BANK LAKEVIEW

DEPT-01 RECORDING 113.00 161111 TRAN 3599 08/13/90 10:33:00 32949 4 A 90-392487 COOK COUNTY RECORDER

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 compliance with the policy or policies provided 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 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) to 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 any 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 as 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 interest thereon, 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, (9) all expenses and disbursements, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, and of procuring or completing abstract showing the whole title of said premises, or any closing 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, (10) 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 deemed 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 his heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 his 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 7TH day of JUNE A. D. 19 90

Rose Ashley (SEAL) (SEAL) (SEAL) (SEAL)

Handwritten signature/initials

UNOFFICIAL COPY

Box No. 117

Trust Book

Trust Book
Thomas J. Michelson
Chicago, Ill. 60657

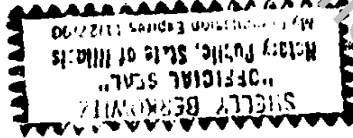
THOMAS J. MICHELSON, Trustee

LASALLE BANK LAKE VIEW
3201 N. ASHLAND AVE.
CHICAGO, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Shelly Berkowitz
3080 W. Broadway
Chicago, Illinois
Lasalle Bank Lake View

Property of Cook County Clerk's Office



I, **SHELLY BERKOWITZ**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ROSE ASHLEY** 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 she signed, sealed 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. (Signed under my hand and Notarial Seal, this _____ day of _____, A. D. 1990.)

Shelly Berkowitz
Notary Public

78726287

State of Illinois }
County of Cook }