91498165

113.29

CAUTION: Consult a lawyer before using or acting under this form. Neith makes any warranty with respect thereto including any warranty of merchi-

THIS INDENTURE WITNESSETH, That Lucille E. Fiellman	
(heremafter called the Grantor), of 6104 South Moody (State)	. DEPT-01 RECORDING \$13.7 . T#3333 TRAN 7348 08/12/91 09:35:00 . #8116 # C ★ 91-408165 . COOK COUNTY RECORDER

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything apparatus thereto, together with all Above Space For Recorder's Use Only

and State of Himors, to-wit

rents, issues and profits of said premises, situated in the County of ... Cook Lot 2 in block 5 in central addition to clearing in Section 17, Township 38 North, Range 13, lying east of the Third Principal Meridian commonly known as 6104 South Moody, Chicago, Illinois

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of (linois,

Permanent Real Estate Index Number (1): 19-17-321-022 Addressless of premises: 6104 Scarh Moody, Chicago, 111inois

th TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted \$\pi_1\pi_1 = \text{a} \qquad \text{principal promissory note} \qquad \text{bearing even date herewith, payal Cherrywood Nursing and Living Center, a Michigan non-profit corporation. principal promissory note bearing even date herewith, payable to

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon are cent and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or dain [ge] to rebuild our share all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall no, be commised on suffered. (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee bettem, who is bereby sufficiently unforted to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with hoss clause attached payable in the first frustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first frustee until the indebtedness is fully paid; (b) to pay all prior incumbrances, and the interest thereon, at the time or times when the saile stall become due and payable.

IN THE EVENT of fullure so to insure, or pay taxes or assessments, or the prior incurs when the rest 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 lent or title affecting said prior incumbrances and the interest thereon from time to time to discharge or purchase any tax lent or title affecting said without demand, and the same with interest thereon from time to time to discharge or purchase any tax lent or title affecting said without demand, and the same with interest thereon from time to time to discharge or purchase any tax lent or title affecting said without demand, and the same with interest thereon from time to time to discharge or purchase are among shall be so much additional.

pare at per annum shall be so much additional

without demand, and the same with interest thereon from the date of payment.

| Price of 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 choice 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 rat rest thereon from time of such breach per cent per annum, shall be recoverable by foreclosive thereof, or by suit at law, or both, the sain, as if all of said indebtedness had

then matured by express terms.

It is AGRF1 D by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connections (t), the foreclosure hereof including reasonable attorney's tees, outlays for documentary conduce, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises embracing foreclosure decree a shall be paid by the Grantor, and the like expenses and disburs, ments, occasioned by any stirl of proceeding wherein the grantee or any holder of any fair of any includences, as such, may be a parity, shall also be pair, by the Grantor. Also, the expenses and disbursements shall be an additional her upon faid premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether between of said shall have been entered or not, shall not be dismissed, any recase hereal given, until all such expenses and disbursements, and the off or off suit, including attorney's tees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and meome from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to toreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any parts claiming under the 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.

Luc 111e E. F1e11man

The name of a record owner is:

IN THE EVENT of the death of its death from said County of the grantee, or of his resignation, refusal or failure to act, then

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, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said counses to the party entitled, on receiving his reasonable charges.

This trust deed Associact to

Condition August Witness the hand and scal of the Grantor this Robert W. Fie Winan Clans (SEAL) is agent for hucelle & Feelmon under power of allowing (SIAL) da lest any 16, 1989 Please print or type-below signature(s) name(s)

Takes K. Borcia at TRESSLER, SODERSTROM, MALONEY & PRIESS This instrument was prepared by (NAME AND ADDRESS)

> 200 West Adams St., Suite 3000, Chicago, Illinois 60606 **31**408165

UNOFFICIAL COPY

COUNTY OF Och	I dealers so	lest Fuellenger
		se name \(\frac{\lambda}{2}\) subscribed to the foregoing instrument.
	•	edged that signed, sealed and delivered the said
instrument as	free and voluntary act, for the	uses and purposes therein set forth, including the release and
waiver of the right or r	un estcad.	
Given under my h	and an 2 official seal this	just 6 day of linguit, 1991
(Impress Seal Here)	OMBY S. RICKY.S NOTARY PUBLIC STATE OF MICHIGAL OF ELANT COUNTY MY CONTRISSION (AP. SEPT. 11,1993	Notary Public Notary Public
Commission Expires.	9-11-93	, and the second se
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Trust Deed	01	GEORGE E. COLE