

UNOFFICIAL COPY

91012590

This Indenture, WITNESSETH, that the Grantor ... DON H. WHITEHOUSE
& RITA A. WHITEHOUSE

of the ... CITY ... of ... CHICAGO ... County of ... COOK ... and State of ... ILLINOIS ...
for and in consideration of the sum of ... 7,560.00 ... 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:
LOTS 47 AND 48 IN JAMES H. REE'S SUBDIVISION OF LOTS 9 AND 10
IN THE SUBDIVISION OF BLOCKS 7, 8, AND 9 IN THE CANAL TRUSTEES
SUBDIVISION OF THE SOUTH FRACTIONAL OF SECTION 20, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS 2868 S. HILLOCK CHICAGO, ILLINOIS 60608
P. I. N. # 17-29-305-031,032

DEPT-01 RECORDING
T#7777 TRAN 8078 01/09/91 09:53:00
#8999 # G *-91-012590
COOK COUNTY RECORDER

-91-012590

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 ... DON WHITEHOUSE & RITA WHITEHOUSE ...
justly indebted upon ... one retail installment contract bearing even date herewith, providing for ... 84 ...
installments of principal and interest in the amount of \$... 157.69 ... each until paid in full, payable to

SECOND CITY CONSTRUCTION CO. ASSIGNED TO LASALLE BANK LAKEVIEW

The Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, 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) to keep all buildings now and at any time on said premises, in good repair, and that same shall not be damaged; (4) that while to said premises shall not be committed or suffered, (5) to keep all buildings now and at any time on said premises, insured in companies to be 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 Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable;

In case of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 bill or title affecting said premises, or pay all prior encumbrances 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 case 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 percent 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 foreclosing of, or including reasonable solicitors fees, and for documentary evidence, exemplification, or other expenses, and for the costs of suit, and attorney's fees, and all other expenses and disbursements, shall be paid by the grantor ... and that the expenses and disbursements occasioned by any suit or proceeding wherein the grantee or the holder of the first mortgage 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 levied 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 issued of 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 to the possession of, and income from, said premises pending such foreclosure proceeding, 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 case of the death, removal or absence from said ... Cook ...
ROBERT W. WILSHE ...
County of the grantee or of his refusal or failure to act, then
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 ... 10TH day of ... NOVEMBER ... A. D. 19 ... 90

(SEAL)
(SEAL)
(SEAL)

B

Trust Deed

John J. Michelson
LaSalle Bank Lake View
100 N. LaSalle Street
Chicago, Illinois 60601

TO

THOMAS J. MICHELSON Trustee

3201 N. ASHLAWN AVENUE
CHICAGO, IL. 60657

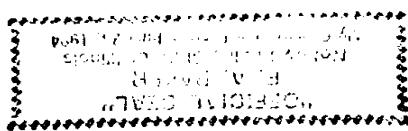
THIS INSTRUMENT WAS PREPARED BY:

LaSalle Bank Lake View

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91012590



Notary Public

day of NOVEMBER A.D. 1990
I, ED BAKER, Notary Public, do hereby certify that this instrument, under my hand and Notarial Seal, this 10TH day of NOVEMBER, 1990.

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State of Illinois
County of Cook
} 55.
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