

UNOFFICIAL COPY

91012598

This Indenture, WITNESSETH, That the Grantor Ronald Collum and wife Joyce E. Collum

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Twenty Three Thousand Dollars Dollars
in hand paid, CONVEY. AND WARRANT to DENNIS S. KANARA, 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 33 and 34 in the Subdivision of the West 5 acres of the East 10 Acres of that part lying North of the Centerline of Ogden Avenue of the North West 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

-91-012598

DEPT-01 RECORDING \$13.00
T#7777 TRAN 0078 01/09/91 09:54:00
#9007 #G *-91-012598
COOK COUNTY RECORDER

Commonly known as 2335 S. Kenneth, Chicago, IL
Permanent tax #16-27-102-034,035-0000

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 Ronald Collum and wife Joyce E. Collum

justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$ 88.44 each until paid in full, payable to
Brighton Heating & Cooling, Inc. assigned to LaSalle Bank Lake View

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 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 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.

In the event of failure so to insure, or pay taxes or assessments, or the first or second clause of the interest thereon when due, the grantor, as the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge of parties, as may be necessary for the effecting said premises, and the interest thereon from time to time, and all moneys 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.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earnings and 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 Acknowledged by the grantor that all expenses and disbursements paid or incurred in behalf of or compensation in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises, and facing foreclosure decree as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, 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 discharged, 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/or the heirs, executors, administrators and assigns of said grantor, waive all right 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 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

Thomas F. Bussey 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 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 3rd day of November A. D. 19 90

Ronald Collum- Ronald Collum (SEAL)

Joyce E. Collum- Joyce E. Collum (SEAL)

(SEAL)

(SEAL)

1300

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Box No. 156

Trust Deed

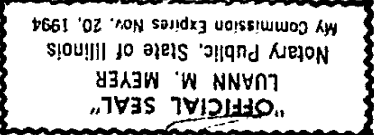
Ronald Collum and wife
Joyce E. Collum
2335 S. Kenneth, Chicago, IL
TO

DENNIS S. KANARA, Trustee
3801 N. SOMERD
Chicago, IL 60657
LaSalle Bank Lake View

THIS INSTRUMENT WAS PREPARED BY:
Brighton Heating & Cooling, Inc.
5134 S. Kedzie, Chicago, IL

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60667
312/525-2180

Property of Cook County Clerk's Office



Notary Public

Luann M. Meyer

day of November, A.D. 1990

I, Luann M. Meyer, Third

Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald Collum and wife Joyce E. Collum are personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Under my hand and Notarial Seal, this Third

State of Illinois }
County of Cook } 155

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