

This Indenture, WITNESSETH, That the Grantor James C. Moody and Mary B. Moody

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Nine Hundred and no/100 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 19 and the South 5 feet of Lot 20 in Block 7 in the Resubdivision of Block 6, 7, 16 and 17 in Douglas Park Addition in the West 1/2 of the Southwest 1/4 of Section 29 Township 34 North, Range 13 East of the Third Principal meridian in Cook County Illinois

PLAT 16-24-057

DEPT-01 RECORDING T#1111 TRAM 6214 01/23/91 12:15:00 #2759 A *91-035061 \$13.00

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Is Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein When vs. The Grantor: James C. Moody and Mary B. Moody justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 168.26 each until paid in full, payable to B Day + Night Heating & Cooling Assigned to LA SALLE 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 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 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 prior incumbrances 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 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 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 the event of a breach of any of the above said covenants or agreements the whole of said indebtedness, including principal and a year's 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 Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosing proceedings, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the lawyer's expenses and disbursements, as assessed by any court 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. 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 foreclosing proceedings, which proceedings, whether decree or suit, shall have been entered or not, shall not be dismissed, 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, her and grantor, her and grantor, her and grantor, her 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 ROBERT W. WILSHE of said County is hereby appointed to be his successor in this trust, and if for any like cause, and first successor fail or refuse to act, then the holder of the notes hereby empowered to appoint a new successor in trust through a resolution of the board. And when all the above said 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 8th day of December A. D. 1990

X. James C. Moody (SEAL)

X. Mary B. Moody (SEAL)

91035061 (SEAL)

1300

91035061

UNOFFICIAL COPY

Box No. 140

Trust Book

1855
1856
1857
1858
1859
1860
1861
1862

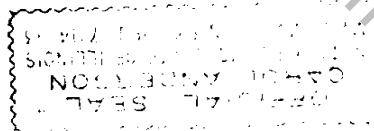
TO
THOMAS J. MICHELSON, Trustee

RESIDENCE: 1440 W. 11th St.
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

*LaSalle Bank Lake View
James Moody*

Property of Cook County Clerk's Office



Notary Public

Carol Anderson

Given under my hand and Notarial Seal, this 8th day of December, A. D. 19 90

I, Carol Anderson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Moody & Mary Moody 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 the same instrument, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook }
55.

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