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7-13-91 59375

This Indenture, WITNESSETH, That the Grantor SAMUEL EDWARD AND MIRIAM EDWARD, HIS WIFE

of the CITY of CHICAGO, County of COOK and State of ILLINOIS for and in consideration of the sum of TEN THOUSAND DOLLARS 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: THE SOUTH 5 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 16 IN SUNDSTON AND CLEMENT'S SUBDIVISION OF THE WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 2027 419 012
Commonly known as 227033 S. King Drive

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 Grantors SAMUEL EDWARD + MIRIAM EDWARD, HIS WIFE justly indebted upon one retail installment contract bearing even date herewith, providing for 42

installments of principal and interest in the amount of \$ 322.08 each until paid in full, payable to LANEVIEW BANK (BANK OF AMERICA ASSIGNED FROM) Creative Finance

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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 keep 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 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; 7. To pay all taxes and assessments, or the prior incumbrances, or the interest thereon when due; 8. To 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; 9. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all taxes 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; 10. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, celebrating foreclosure decree as such, may be a party shall also be paid by the grantor; 11. 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 proceedings, whether decree of sale shall have been entered or not, shall have priority, and shall be a lien hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid; 12. The grantor, his heirs, assigns, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings; 13. The grantor 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 to receiving his reasonable charges.

Witness the hand and seal of the grantor this 4 day of JANUARY A. D. 19 91

X Samuel R. Edward (SEAL)

X Miriam Edward (SEAL)

X Thomas J. Michelson (SEAL)

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UNOFFICIAL COPY

Box No. 146

Trust Deed

SMITH EDWARD MICHIGAN EDWARD
7033 S. Maple Dr. CHICAGO
TO

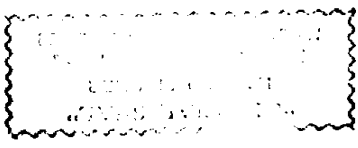
THOMAS J. MICHELSON, Trustee

LASALLE BANK LAKE VIEW
3301 N. Ashland
CHICAGO ILL

THIS INSTRUMENT WAS PREPARED BY:

CLERK OF SUPERIOR COURT
7719 N. DEARBORN
CHICAGO ILL
LASALLE BANK LAKE VIEW
3301 N. ASHLAND
CHICAGO ILL

Property of Cook County Clerk's Office



I, BRAD S FISCHER
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that
SMITH EDWARD MICHIGAN EDWARD and MICHAEL EDWARD his wife
 personally known to me to be the same person S, whose name S
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X 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.
 Given under my hand and Notarial Seal, this 4th day of MAY A. D. 19 91.
 Notary Public

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