

91234255

This Indenture, WITNESSETH, That the Grantor Dan Delk and Eddie Mae Delk, his wife

1835 W. 107th Street of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nine Thousand Dollars & 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 5 (except the West 15 feet thereof) all of Lot 6 and the West 6.0 feet of Lot 7 in the Resubdivision of Lots 4 and 5 in Block 33 and Lot 1 in Block 34 in Washington Heights in Township 37 North, Range 14, East of the Third Principal Meridian, according to plat thereof recorded on January 26, 1889 as Document 1055133 in Book 33 of Plats, page 22, in Cook County, Illinois.

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P.L.N. #25-18-402-040-0000

Commonly Known As: 1835 W. 107th Street Chicago, Illinois

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 Dan Delk and Eddie Mae Delk

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 179.88 each until paid in full, payable to

Sav-Mor Construction Co., Inc.

Assigns 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 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 let 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... 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 earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and such interest shall be due at the 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 incurred in behalf of complainant in connection with the foreclosure of said premises, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or causing abstract showing the whole title of said premises embracing foreclosure decree... shall be paid by the grantor... and the like expenses and disbursements, incurred by him or his estate 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 foreclosure proceedings, which proceedings, whether a decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the cost of such proceedings, including attorney's fees, are paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive... all right in 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.

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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 that 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 22nd day of March A. D. 19 91

X Dan Delk (SEAL)
X Eddie Mae Delk (SEAL)
(SEAL)
(SEAL)

Handwritten signature/initials

UNOFFICIAL COPY

EX-11-1916

# Trust Deed

Don't Eddie Mae Dalk  
1835 W. 107th St  
Chicago, Ill 60643

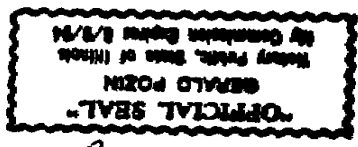
TO

THOMAS J. NICHOLSON, Trustee  
Rosalie Pearl Johnson  
3301 N. Paulina  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Lawrence J. Connelley  
1400 N. Dearborn Ave  
Chicago, Illinois 60610  
LAWYER

Property of Cook County Clerk's Office



*[Signature]*

day of March A. D. 19 91

Street under my hand and Notarial Seal, this 22nd

personally known to me to be the same person B, whose name B subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 's/he' signed, sealed and delivered the said instrument for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Don Dalk and Eddie Mae Dalk, his wife

County of Cook Illinois

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