

This Indenture, WITNESSETH, That the Grantor Perna Maupin and Charles H. Schaefer and wife Dorothy Schaefer

of the Village of Hickory Hills County of Cook and State of Illinois for and in consideration of the sum of FIVE THOUSAND THREE HUNDRED 00/100 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 Village of Hickory Hills County of Cook and State of Illinois, to-wit: The South 1/2 of Lot 33 in Frank DeLugachs 87th Street Acres, being a Sub-division of the North 25 Acres of the East 1/2 of the North East 1/4 of Section 2 Township 37 North Range 12 East of the Third principal Meridian in Cook County, Illinois.

P.I.N. 23-02-207-012

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8737 South 80th Court, Hickory Hills, Illinois 60457

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 Perna Maupin & Charles H. Schaefer and wife Dorothy Schaefer justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 1,427.47 each until paid in full, payable to Danleys Garage World assigned to LaSalle Bank Lakeview

THE GRANTOR covenants and agrees 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) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that 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; (6) to pay 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; (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) to pay to the holder of said indebtedness, in the event of failure 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 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 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 foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether 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 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 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 grantee, or of his refusal or failure to act, then

ROBERT W. WILSHE

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, 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.

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Witness the hand and seal of the grantor this 1st day of March A. D. 19

Handwritten signatures of Charles H. Schaefer, Dorothy L. Schaefer, and Perna Maupin, each followed by (SEAL)

Handwritten signature of Robert W. Wilshe

UNOFFICIAL COPY

Trust Agreement

Berna Murgin and Charles H. Schaefer and Dorothy Schaefer

8737 South 80th. Court

HICKORY HILL, ILLINOIS, 60457.

TO

THOMAS J. MCHELSON, Trustee

LaSalle Bank Lakeview

3201 N. Ashland Ave.

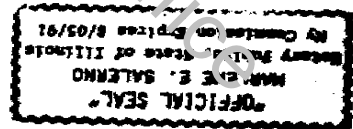
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Payley's Garage World

LaSalle Bank Lake View

Property of Cook County Clerk's Office



Given under my hand and Notarial Seal, this 1st day of March, A. D. 1991

I, Thomas J. Mchelson, Notary Public in and for said County, in the State aforesaid, do hereby certify that Berna Murgin and Charles H. Schaefer and Dorothy Schaefer personally known to me to be the same person as whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Berna Murgin and Charles H. Schaefer and Dorothy Schaefer

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