

# UNOFFICIAL COPY

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4-57408

This Indenture, WITNESSETH, That the Grantor Bennie Barton  
and wife Mildred Barton (Jointly)

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Sixty Five Hundred Thirty 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 fol-  
lowing described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every-  
thing thereon, situated  
Lot 12 in Block 1 in B. M. Baker's Subdivision of the North West  
1/4 of the South West 1/4 of the South East 1/4 of Section 19,  
Township 38 North, Range 14, East of the Third Principal Meridian  
in Cook County, Illinois.

6928 S. Wolcott  
Chicago, Illinois 60636  
# 20-19-417-032-0000

DEPT-01 RECORDING \$13.00  
T47777 TRAN 0540 05/24/91 11:58:00  
#5153 # \*-91-248878  
COOK COUNTY RECORDER

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 Bennie Barton and Mildred Barton  
justly indebted upon one retail installment contract bearing even date herewith, providing for 60  
installments of principal and interest in the amount of \$ 157.06 each until paid in full, payable to  
Danleys Garage World assigned to LaSalle Bank Lakeview

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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 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 as 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 accrued 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decrees - 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, 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 paid, out of the proceeds, and 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 his heirs, executors, administrators and assigns of said grantor... waives... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and 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, issue 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.

Witness the hand... and seal... of the grantor... this 1st day of February, A. D. 1991.

B. Barton  
M. Barton

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

1300

UNOFFICIAL COPY

Box No. 146

# Trust deed

Bennie and Mildred Barton  
6928 S. Wolcott  
Chicago, Illinois 60636

TO  
THOMAS J. MICHELSON, Trustee

LaSalle Bank Lakeview  
3201 N. Ashland Ave.  
Chicago, Illinois 60657

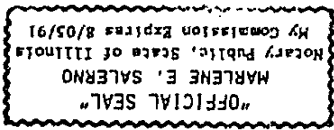
THIS INSTRUMENT WAS PREPARED BY:

Danley's Garage World

LaSalle Bank Lake View

Property of Cook County Clerk's Office

91248878



I, *Marlene E. Salerno*  
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Bennie Barton and Mildred Barton (jointly)*  
 personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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 *Twenty* day of *February*, A. D. 19*91*  
 and *Mildred E. Barton*  
 Notary Public.

State of Illinois }  
County of Cook }  
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