

UNOFFICIAL COPY

64-57445

This Indenture, WITNESSETH, That the Grantor STANLEY AND ELEANORE STRENK, HIS WIFE

of the City of CHICAGO, County of COOK, and State of ILL. for and in consideration of the sum of THREE THOUSAND THREE HUNDRED 00/100 Dollars in hand paid, CONVEY AND WARRANT to THOMAS 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 261 in Block 2 in John Pecka's Subdivision of the SW 1/4 of the NE 1/4 of the NE 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3243 S. KEEFER PERMANENT TAX # 1634-205-015

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 STANLEY AND ELEANORE STRENK, HIS WIFE justly indebted upon one retail installment contract bearing even date herewith, providing for installments of principal and interest in the amount of \$159.31 each until paid in full, payable to

LAFAYETTE BANK LAKEVIEW ASSIGNED FROM AMERICAN TRUSTAL WINDON

DEPT-01 RECORDING \$13.00 T47777 TRAN 0540 05/24/91 11158:00 \$5158.4 * - 9.1 - 2488833 COOK COUNTY RECORDER

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 be 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, subject first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their titulos 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 grantor 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 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. If an action by the grantor or both, the same as if all of said indebtedness had then matured by express terms. 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 abstracts showing the whole title of said premises, and any other reasonable costs shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 bear the same costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be reversed, 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, his heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, and proceeds pending such foreclosure proceedings, and agree that upon the filing of any bill in foreclosure 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

Witness the hand and seal of the grantor this 24th day of OCTOBER A. D. 1990 Stanley Strenk (SEAL) Eleanore Strenk (SEAL)

1304

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Box No. 146

Trust Deed

Stanley & Eleanor Stark

3243 S. Keeler

Chicago, Ill. 60623

TO

THOMAS J. MICHELSON, Trustee

LaSalle Bank, LaSalle, Ill.

3201 N. Ashland

Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

American Title & Loan

3418 W. Irving

Chicago, Ill. 60618
LaSalle Bank Lake View

Property of Cook County Clerk's Office

69128883

"OFFICIAL SEAL"
Nancy F. McCormick
Notary Public, State of Illinois
My Commission Expires 12/16/91

Notary Public

Nancy F. McCormick

9 day of 07 A. D. 19 90

I, *Nancy F. McCormick*, whose name appears subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, *Nancy F. McCormick*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Stanley and Eleanor Stark, His Wife*

State of Illinois }
County of Cook } 555