

91295623

This Indenture, WITNESSETH, That the Grantor

~~WALTER P. CULLEN AND MARY L. CULLEN~~

of the TOWN of CICERO County of COOK and State of ILLINOIS  
for and in consideration of the sum of NINE THOUSAND FOUR HUNDRED NINETY SEVEN 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the TOWN of CICERO County of COOK and State of Illinois, to-wit:

Lot 27, in block S. in J. A. Cudohy's Third Addition to Chicago, a Resubdivision of Block 21 to 33, in Hawthorne Subdivision of the South East 1/4 of Section 23, Township 31 North, Range 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 5092 W. 31st Place Cicero

Permanent Tax # 16-33-201-025-0000

91295623

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 WALTER P. CULLEN AND MARY L. CULLEN

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 148.24 each until paid in full, payable to

KEY ENERGY SYSTEMS, INC. ASSIGNED TO LA SALLE BANK LAKEVIEW

DEPT-01 RECORDING \$63.00  
747777 TRAM 0955-06/19/91 09:40:00  
43298 + G \* - 91-295623  
COOK COUNTY RECORDER

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and on 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 on company to be selected by the grantor herein, as he or she may be directed to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attach if 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the trustee 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 any interest therein, and the entire cost thereof 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 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 on behalf of complainant in connection with the foreclosing of the mortgage, 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, or for abstracting foreclosure decree, 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 be treated as 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 dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... do hereby, executor, administrator 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 grantor, 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 he or any his 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 grantor 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 23<sup>RD</sup> day of April A. D. 1991

Walter P. Cullen (SEAL)

Mary Louise Cullen (SEAL)

91295623 (SEAL)

130

UNOFFICIAL COPY

Box No. 146

# Trust Deed

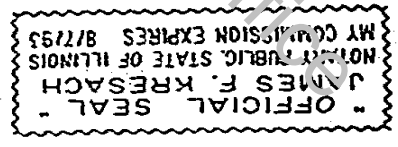
WALTER P. CULLEN  
MAY L. CULLEN  
TO  
THOMAS J. MICHELSON, Trustee

3801 No. Ashland Ave.  
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:  
Key Energy Systems  
LaSalle Bank Lake View

31332265

Property of Cook County Clerk's Office



I, JAMES F. KRESACH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER P. CULLEN and MAY L. CULLEN personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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 turn under my hand and Notarial Seal, this 23rd day of April, A. D. 1991.

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