

64-57494

This Indenture, WITNESSETH, That the Grantor

GEORGE F. BAILEY AND DARLENE M. BAILEY

91295624

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of SEVEN THOUSAND TWO HUNDRED AND NO/100 (\$7,200.00) 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 77 and the West 6 feet of Lot 78 in Block 4 in John A. Prescott's Beverly Hills Subdivision of Blocks 4 and 5 in Subdivision of the South 1/2 of that part of the East 1/2 of Section 6 Township 37 North, Range 14, Lying East of the C.C. & I.C.R.R. in Cook County, Illinois.

more commonly known as : 1650 W. 92nd Pl. CHICAGO, ILLINOIS P.I.N. 25-06-40-023-0000

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 GEORGE F. BAILEY AND DARLENE M. BAILEY

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 178.15 each until paid in full, payable to

THE FINANCIAL CENTER OF ILLINOIS ASSIGNED TO: LASALLE BANK LAKEVIEW

DEPT-61 RECORDING 913.00 147777 TRAN 0555 05/15/91 09:40:00 13299 4 6 * -91-295624 COOK COUNTY RECORDER

91295624

THE GRANTORS 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 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 compliance with the clause herein, who is hereby authorized to place such insurance in compliance acceptable to the holder of the first mortgage indebtedness, with loss clause 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; (7) to pay all taxes and assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances 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 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 foregoing - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including Foreclosure decree 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, and shall be paid 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 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, as well as 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 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 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 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 14th day of MAY, A. D. 19 91

(X) George F. Bailey (SEAL) (X) Darlene M. Bailey (SEAL) (SEAL) (SEAL)

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132

UNOFFICIAL COPY

Box No. 146

Trust deed

George F. Bailey

Darlene M. Bailey

THOMAS J. MICHELSON, Trustee

LASALLE BANK LAKE VIEW
3201 N. ASHLAND AVE.
CHICAGO, ILL. 60657

THIS INSTRUMENT WAS PREPARED BY:

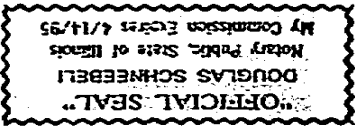
Douglas Schneebell

LaSalle Bank National Bank of IL

P.O. BOX 712
BLOOMINGDALE, IL 60108-0712

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Property of Cook County Clerk's Office



I, DOUGLAS SCHNEEBELL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
GEORGE F. BAILEY AND DARLENE M. BAILEY
WERE personally known to me to be the same person, whose names
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X 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 14th day of MAY A. D. 19 91

State of Illinois }
County of XXXXXX DU PAGE }
151

BT 5/15/91

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