

UNOFFICIAL COPY

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This Indenture,

WITNESSETH, That the Grantor

LEE E. COOPER & LIZZIE M. COOPER

of the CITY of COUNTRY CLUB HILLS County of COOK and State of ILLINOIS
for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS & 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 CITY of COUNTRY CLUB HILLS County of COOK and State of Illinois, to-wit:

LOT 81 MARSH CREEK UNIT 4, BEING A RESUBDIVISION OF THE NORTH 7/4 PART OF THE SOUTH 877 FEET OF LOT 12 IN MARSH CREEK, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

DEF-01 RECORDING \$13.00

157777 IRAN 1550 07/16/91 14:12:00

157777 16 * 91-352990

COOK COUNTY RECORDER

PIN 31-04-205-011-0000

Commonly known as 2901 W 184TH

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 LEE E. COOPER & LIZZIE M. COOPER

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 183.53 each until paid in full, payable to

Emmalex assigned to LaSalle Bank Lake View, Chicago IL

91352990

THE GRANTOR covenants and agrees 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 on 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 grantor 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 so 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 abovesaid covenants or agreements the whole of said indebtedness, including interest and all due and unpaid interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at seven per cent. per annum, which 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 the date of such breach.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of the holder of said indebtedness in connection with the enforcement of the same, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing the enforcement of the whole of said indebtedness, abstracting from public records, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon and preferred, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decreed or not, shall have been entered or not, shall not be a condition precedent to 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, 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 abovesaid 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 13 day of APRIL A. D. 19 91

X Lee E. Cooper

(SEAL)

X Lizzie M. Cooper

(SEAL)

(SEAL)

(SEAL)

Box No. 146

Trust Deed

Lee Cooley

Lizzie Cooley
TO

THOMAS J. MICHELSON, Trustee

LASALLE BANK LAKE VIEW

3201 N. ASHLAND AVE.

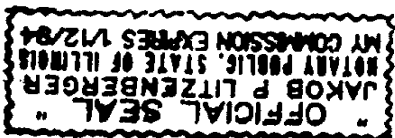
CHICAGO, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Smalex

LaSalle Bank Lake View

Property of Cook County Clerk's Office



Notary Public

15 day of 1977 A.D. 1977

(Bure) under my hand and Notarial Seal, this

us, their, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

instrument, appeared before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument

personally known to me to be the same person, whose names are

subscribed to the foregoing

Lee Cooley

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

I,

State of Illinois }
County of Cook } ss.

066-5316