

UNOFFICIAL COPY

64-57597

91382183

This Indenture, WITNESSETH, That the Grantor JULIA A. PFEIFFER

of the Village of Franklin Park, County of Cook, and State of Illinois
for and in consideration of the sum of Eight Thousand Five Hundred and 00/100 Dollars
in hand paid, CONVEYS AND WARRANTS 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 Village of Franklin Park, County of Cook, and State of Illinois, to-wit:

lot 11 in block 2 in unit no. 1 Westbrook Park Estates,
being Mills and Sons Subdivision in the East 1150 feet
of the South 1/2 of the Southwest 1/4 of Section 28,
which lies north of the south 850 feet in township
40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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COMMONLY KNOWN AS: 10047 W. Nevada Franklin Park, Illinois 60131

PERMANENT TAX NO.: 12-28-305-003

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 JULIA A. PFEIFFER
justly indebted upon one retail installment contract bearing even date herewith, providing for 84
installments of principal and interest in the amount of \$ 169.89 each until paid in full, payable to

LASALLE BANK OF LAKEVIEW

DEPT-01 RECORDING

T#2222 TRAN 4941 07/30/91 14:28:00

#0974 # 91-382183

COOK COUNTY RECORDER

91382183

13.00

The Grantor...covenant...and agree...as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement returning time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and all demands 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 where to said premises shall not be committed or suffered, (5) to keep all buildings down at any time and premises covered in compliance to be agreed by the grantor herein, who is hereby authorized to place such restrictions as he deems acceptable to the holder of the first mortgage indebtedness, with lease clause attached prior to first, to the first Trustee or Successor, and, as soon as the Trustee herein as their interests they appear, which policies shall be left and remain with the said Mortgagors of Trustee until said indebtedness is fully paid; (6) to pay all prior indebtedness, and the interest thereon, at the time of sale when the same shall become due and payable.

In the event of a default by the grantor, or his successors in title, in the payment of any of the above-mentioned obligations, or default in the payment of any taxes or other amounts due, and the interest accrued thereon, for which the grantor, or his successors in title, and all money so paid, the grantor, or his successors, to be paid 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 accrued hereby.

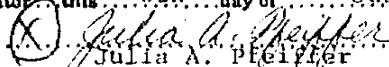
In the event of a breach of any of the above-mentioned obligations, the whole of said indebtedness, including principal and all earned and unearned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such 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 complaint in connection with the foreclosed thereof—including reasonable attorney fees, outlays for documentary evidence, stamp duty's charges, cost of preparing or completing abstract showing the whole title of said premises, or taking foreclosure decree—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 an interest of said indebtedness do sue, may be a party, shall also be paid by the grantor.... All such expenses and disbursements shall be an additional debt upon said premises, shall be paid costs and included in any decree that may be rendered in such foreclosure proceeding; whether decree of sale shall have been entered or not, shall not be dismissed, nor a release issued therefrom, and all such expenses and disbursements, and the costs of such proceeding, to be paid by the holding creditor from his own funds paid. The grantor...the said grantor...and the trustee, executors, administrators, and assigns of said grantor...hereby...all right to the proceeds of, and income from, said premises pending such foreclosure proceeding, 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 and against a transfer to take possession or charge of said premises with power to collect the rents, waste and profit 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. WILSHIE,

say his cause said first successor fail or refuse to act, then the holder of the notes is hereby empowered to appoint a new successor to act through association of the board. And where all the above-mentioned covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on presenting his reasonable charges.

Witness the hand...and seal...of the grantor this...6th...day of June...A. D. 1991.


Julia A. Pfeiffer

(SEAL)

(SEAL)

(SEAL)

" OFFICIAL SEAL "
Thomas McNichols
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/24/94

UNOFFICIAL COPY

Box No. 146.....

Trust Deed

Julia A. Pfeiffer

TO

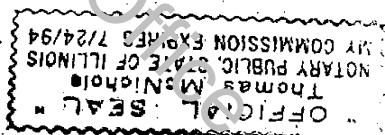
THOMAS J. MICHELSON, Trustee
LASALLE BANK-LAKEVIEW
3201 N. ASHLAND AVE.
CHICAGO, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Budget Construction Co.

LaSalle Bank Lake View

9482483



day of June, A.D. 1991, at 6th Street, under my hand and Notarial Seal, the

I, Notary Public, do hereby certify and declare that S. A. Pfeiffer, whose name is as above, is free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, personally appeared before me this day in person, and acknowledged that S. A. Pfeiffer, so named, executed and delivered the said instrument in my presence, upon the terms and conditions therein contained, and that he did so do voluntarily, of his own free will, and without any force or duress.