

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor SHEILA M. CURNEY,

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of THIRTYNINE THOUSAND and no/100 (\$39,000.00) 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:

THE EAST 1/2 OF LOT 5 (EXCEPT THE WEST 41.33 FEET) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT. OF RECORDING 13.29
144444 TRAR 0007 05/02/91 14:49:00
#3179 15 #091-3913-7
COOK COUNTY RECORDER

c/k/a: 4852-58 S. Cottage Grove

PIN # 20-10-214-013

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 SHEILA M. CURNEY

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 608.85 each until paid in full, payable to LEONARD J. LIZAK 3650 W. Diversey, Chicago, Illinois 60647

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 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, to pay 100% 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 to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the holder of said indebtedness may prepay 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 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 filing of this instrument including reasonable attorneys fees, unless for documentary evidence, stamp duty, charges, cost of preparing or completing abstract showing the whole title of said premises embracing fore-closure 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, 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, and 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.

First Use of the Death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Lorraine LIZAK

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 15th day of September, A. D. 1990

Sheila M. Curney (SEAL)
(SEAL)
(SEAL)
(SEAL)

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UNOFFICIAL COPY

Box No.

Trust Book

LEONARD J. LIZAK trustee

TO

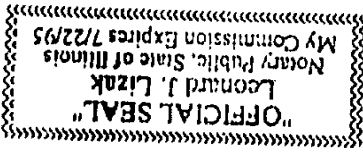
THIS INSTRUMENT WAS PREPARED BY:

Lorraine LIZAK

send to:

LEONARD J. LIZAK
3650 N. DIVERSEY AVE.
CHICAGO, ILLINOIS 60647

Property of Cook County Clerk's Office



Notary Public

Leonard J. Lizak

day of SEPT A. D. 1990

I, Leonard J. Lizak, Notary Public in and for said County, in the State aforesaid, do hereby certify that SHEILA M. BERNY personally known to me to be the same person as whose name she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, Leonard J. Lizak, Notary Public in and for said County, in the State aforesaid, do hereby certify that SHEILA M. BERNY personally known to me to be the same person as whose name she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook } ss.

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