

This Indenture, WITNESSETH, That the Grantor Nanell Culver

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of SEVEN THOUSAND AND 00/100 Dollars
in hand paid, CONVEY AND WARRANT to William Schumann
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 TWO (2) IN BLOCK EIGHT (8) IN HARDING'S SUBDIVISION OF WEST HALF OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 Nanell Culver

justly indebted upon one retail installment contract bearing even date herewith, providing for 96 installments of principal and interest in the amount of \$ 118.25 each until paid in full, payable to

1st Community Builders

ASSIGNED TO:

OLD REPUBLIC

INSURED FINANCIAL ACCEPT. CORP.

30233 SOUTHFIELD RD., STE 200

SOUTHFIELD, MI. 48076

94910758

THE GRANTOR... covenant... 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 by 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 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 so to insure, or pay taxes or assessments, or the prior encumbrances 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 lay all prior encumbrances and the interest thereon from time to time; and all moneys 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 all accrued interest, shall be due and payable by the legal holder thereof, without notice, becomes 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 foreclosure or enforcement of the mortgage or trust, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or tracing 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, shall be as well as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether the 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 solicitors fees have been paid. The grantor... for said grantor... and for the 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.

OFFICIAL SEAL

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

Carl Brauer

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, the person hereinafter named to be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid 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 28 day of September A. D. 19 94

X Nanell Culver

Nanell Culver

(SEAL)

(SEAL)

(SEAL)

(SEAL)

23

UNOFFICIAL COPY

Box No. ....

Trust Book

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY:

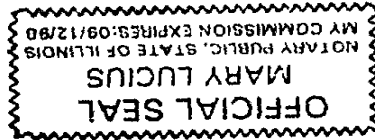
MAIL TO:

OLD REPUBLIC FPA CORP.  
30333 Southfield Rd. Ste. 200  
Southfield, MI. 48076

Property of Cook County Clerk's Office

94910758

DEPT-01 RECORDING 10/25/94 09:55:00  
49590 \$ SK \* -94-910758  
COOK COUNTY RECORDER



day of September, A.D. 1994

Shurt under my hand and Notarial Seal, this 28th

as 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 she signed, sealed and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing

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

State of Illinois }  
County of Cook } 55

Notary Public