95589989

DEPT-01 RECORDING 27.50
T40008 TRAN 2536 09/05/95 12:12:00
43656 # JB #-95-589989
COOK COUNTY RECORDER

This Indenture, WITNESSETH, That the Grantor
JAMES P. PLOWERS
FLORA OHOWERS
of the CITY of CHICAGO County of COOK and State of Illinois
for and in consideration of the sum of THIRTY THOUSAND AND 9700 Dollars
in hand paid, CONVEY. AND WARRANT to SHAP A LASKEY.
of the CITY of CHICAGO County 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 City of HARVEY County COOK and State of Illinois, to-wit:
LOTS 39 AND 40 IN BLOCK 1 IN HARVEY RESIDENCE SUBDIVISION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
FIN: 29-18-203-016-0000 ADDRESS: 15117 S HONORE AVE HARVEY, IL
FIN: 29-18-303-016
Common's KNOWN AS 15/17 SHONERE HARVEY, IL

27.50

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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	JAMES R.	FLAVERS	AUD	FLOPA	ROWERS
justly indebted upon	on	e retail installm	ent contrac	t bearing even	date herewith, providing for 180
installments of principal and i	nterest in the amou	nt of \$ 40/.	70		each until paid in full, payable to
ALARD 1	one Inc.	(OLP)			
ASSIGNED	n				
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THE GRANTOR...covenant, and agree...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 therefore; (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 horein, 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 Trustees herein as their interests next appear, which policies shall be left and remain with the said Mortgages or Trustees 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 eleumbrances 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 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 bereby.

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 legal holder thereof, without notice, become it amediately due and payable and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by inceclosure 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 hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor...; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the grantee 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 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... and for 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.

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IN THE EVENT of the death, removal or absence from said of his refusal or failure to act, then	COOK	County of the grantee, or
in this trust; and if for any like cause said first successor fail or a Deeds of said County is hereby appointed to be second successored agreements are performed, the grantee or his successor in trust, reasonable charges.	efuse to act, the person who sheessor in this trust. And when	all the aforesaid covenants and
Witness the hand and seal of the grantor this	7th July	A.D. 19.85
Witness the hand and seal of the grantor this JAMES X J A FLORA	R FLOWERS	(SEAL)
FLORA	provers	(SEAL)
XTLC	iall) Flora	(SEAL)
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UNOFFICIAL COPY State of Illinois County of Cock I, GREG CETINO a Notary Public in and for said County to the State aforesaid. On Mirrely Certify that IAMES FICHERS. as Their life and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Coot Collust Clarts o <u>95589739</u> THIS INSTRUMENT WAS PREPARED BY: Old Republic IFA Corp. 4902 W. Irving Park Rd. Chicago, IL 60641 Trustee Old Republic IFA Corp. Box No. 4902 W. Irving Park Rd. Chicago, IL 60641

MAIL TO:

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