95711447

This Indentities, WITNESSETH, That the Granter IDA M. CUMMINGS AKA IDA VINZANT &

EDDIE SWAIN

of the CITY of CHI County of COOK and State of Illinois

for and in consideration of the sum of Took NTY Soc THOUSAND CIVE HONORCO TOO Dollars

in hand paid, CONVEY. AND WARRANT... to JOHN A LASTESY

of the CITY of CHI County COOK and State of Illinois

and to his successors in trust heremafter named for the purpose of securing, erformance 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 County Cook and State of Illinois, to-wit:

The North HALF OF LOT 22 in Block 2 in Dauphin Park, a subdivision of that part of The North 3/4 OF The West HALF OF Section 2, Township 37 North, Range 14 East OF The Third Francipal Missidialist Lying west of The Illinois Captal Rail Flack Row, in Cook Manny I Llinois Captal Rail Flack Row, in Cook Manny I Llinois

ADDRESS: 8739 S COHME Chicago IC

95711217

Property of Cook County Clerk's Office

9571118

UNOFFICIAL COPY

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 IDA M. CUMMINGS AKA IDA VINZANT F

Justly indebted upon Their one retail installment contract bearing even date herewith, providing for IRO

installments of principal and interest in the amount of \$ 354.83 each until paid in full, payable to

ALARD HOME IMP CORP ASSIGNED TO: OLD REDUPLIC INSURED FINANCIAL ACCEPTANCE CORP 650 MODAFILLD AUC BLOOMFILLD N.J. 07003

The Grantor covenant and agreems 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 in 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 payable first, to the first Trustee or Mortgagee, and, second, to the Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all phot encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN 110 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 jame 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 in meriately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by forcelosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is A(d) to by the grantor. that all expenses and disbursements paid or incurred in behalf of complaint 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.

Property of Cook County Clerk's Office

P. 100 Exact of the death, removal or absence from said of his refusal or failure to act, then

Cook

County of the grantee, or

JOHN A. LASKEY 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 who shall then 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 me hand and seal of the granter. this 13 day of JULY A.D. 1995

**A M. CUMMINGS (SEAL)

**XIN MIGHTED (SEAL)

**IDA VINZANT (SEAL)

**EDDIT SWAIN

95711 257

Property of County Clerk's Office

UNOFFICIAL COPY COOK 185. County of Acrows to me to be the scane persons

of appeared before me this day in person, a.

A. D. 19

Notice

Notice I, Bodinik RACIOICIC

** Notano Public mendifor said Tounty, in the State aforesaid. By Gerelin Certify that ICAM. Comming S

The ICAM VINZANT AND Eddit SWAIN personally known to me to be the same person. Whose name S. APL subscribed to the fore instrument, appeared before me this day in person, and acknowledged that The Y signed, sealed and delivered the said instrument. as Ilk Waree and community act, for the uses and purposes thereto fet forth, including the release and waiver of the right of homestead. this instrument was prepared by Old Republic IFA Corp. 4902 W. Irving Park Rd. Chicago, IL 60641 Trustee Old Republic IFA Corp. 902 W. Irving Park Rd. Chicago, IL 60641 Box No MAIL TO

Property of Cook County Clerk's Office