

This Indenture,

WITNESSETH That the Grantor

Mark Diamond

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Fourteen thousand five hundred and no/100-----Dollars

in hand paid, CONVEY & WARRANT to William Schuman

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 1 in Sidney Mandl's Resubdivision of lots 50 to 60, Both inclusive in Sam Browns Jr's Pennock Subdivision in the north east 1/4 of Section 34, Township 40 North, Range 13 East of The Third Principal Meridian, IN Cook County, Illinois

P.I.N. 13-14-210-002

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IS TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantor's Mark Diamond

justly indebted upon one retail installment contract bearing even date herewith, providing for installments of principal and interest in the amount of \$ 217.61 each until paid in full, payable to

Side-All America Inc.

Assigned To:

Old Republic Insured Financial Acct. Corp.

30233 Southfield Road Suite 200

Southfield MI 48076

9510187

This Indenture, covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon as herein provided, 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 the same to the holder of said indebtedness, (3) To pay all taxes, assessments or discharge on purchase any tax from title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all moneys 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 hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all 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 thereon, or by suit at law or both, the same as if 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of posting or completing abstract showing the whole title of said premises, and any foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, or amount of 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 paid as a debt, 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 set aside, nor a release hereof given, until all such expenses and disbursements, and the costs of such, including solicitor's fees have been paid. The grantor, for each grantor, and his heirs, assigns, 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.

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 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 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 28th day of November, A. D. 19 94

Mark Diamond (Signature)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

2350/94

UNOFFICIAL COPY

Bar No. _____

Trust Deed

TC
Trustee

THIS INSTRUMENT WAS PREPARED BY

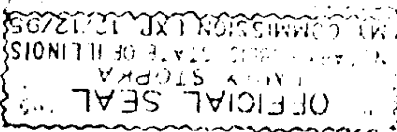


MAIL TO:

Old Republic
NY of Corporation
P.O. Box 10000
Chicago, Illinois 60608

Property of Cook County Clerk's Office

9510156



SEE LIST IN COMPANY
#0000 FROM 6513 TO 101071 OF 10 00
#0000 # 01 * 02 * 101071
COOK COUNTY RECORDER

I, Emily Stopka, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mack Diamond personally known to me to be the same person whose name _____ instrument appeared before me this day in person, and acknowledged that she subscribed to the foregoing _____ and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead _____ day of November, A. D. 19 94
Notary Public