

# UNOFFICIAL COPY

95156241

This Indenture; WITNESSETH, That the Grantor  
Odessa V. Jenkins

of the City of Chicago, County of Cook, and State of Illinois  
for and in consideration of the sum of Sixteen Thousand Four hundred Fifty 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 everything 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 Davis and Sons Subdivision of Blocks 113 and 114 in  
School Trustee's Subdivision of North part of Section 16,  
Township 39 North, Range 13, East of the Third Principal  
Meridian, in Cook County, Illinois.

Commonly known as 5400 N. Congress Pkwy, Chicago, Illinois.

DIN: 16-16-718-072

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

WHEREAS, The Grantor's Odessa V. Jenkins

justly indebted upon one retail installment contract bearing even date herewith, providing for 180  
installments of principal and interest in the amount of \$ 203.19 each until paid in full, payable to

H.C.P. Sales, Inc.

Assigned to:

OIC REPUBLIC INSURED  
FINANCIAL ACCEPTANCE CORP  
30233 Southfield Rd Ste #200  
Southfield, MI 48076

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The Grantor, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter set forth, in said notes provided, or according to any agreement extending the time of payment, to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (2) 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; (3) that waste in said premises shall not be committed or suffered; (4) to keep all buildings now or at any time in said premises insured in such amounts to be selected by the grantor 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 Mortgagors or Trustees until the indebtedness is fully paid; (5) 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 grantor 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 such encumbrances 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 all accrued 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 foreclosure, herself—including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole of said indebtedness, including foreclosed excess—shall be paid by the grantor, and the like expenses and disbursements, occurring any suit or action wherein the grantor or the holder of an interest in said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements, and for an additional lien upon said premises, shall be taxed on costs and included in any decree that may be rendered in such foreclosure proceeding, whether decree of sale shall have been entered or not, shall not be appealed, nor a release herself given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, or said grantor, and or his heirs, executors, administrators and assigns of said grantor, have the right to the possession of, and income from, said premises pending such foreclosures proceedings, and agree, that upon the filing of any bill in 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  
Curt Bruler, County of the grantee, or of his refusal or failure to act, then

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 the hand and seal of the grantor this day of

4 J. A. Wasy  
Odessa V. Jenkins

A. D. 1995

(SEAL)

(SEAL)

(SEAL)

(SEAL)

# UNOFFICIAL COPY

# Trust Deed

Box No.....

THIS INSTRUMENT WAS PREPARED BY:

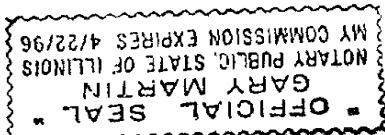
To

, Trustee

MAIL TO:

OLD HOMECOMING CORP  
5000 North Cicero Ave., Ste. 200  
Skokie, IL 60077

DEPT-01 RECORDING \$23.50  
T#0004 TRAN 3401 03/08/95 10:00:00  
\$2695 + LF #95-156241  
COOK COUNTY RECORDER



I, *Gary Martin*, Notary Public, State of Illinois, County of Cook, this 25 day of March, 1995, under my hand and Notarial Seal, this instrument, appearing before me this day in person, and acknowledging the receipt hereof, signed, sealed and delivered the said instrument personally known to me to be the same person as whose name is subscribed to the foregoing instrument, do hereby acknowledge that the above named and voluntary act, for the uses and purposes hereinabove set forth, including the release and waiver of the right of common descent, is freely and voluntarily done by the parties, and acknowledge that the instrument is a true copy of the original instrument, and acknowledge that the instrument is a true copy of the original instrument.

I, *Gary Martin*, Notary Public, in and for said County, in the State aforesaid, do hereby certify that a Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of Illinois  
County of Cook  
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