

UNOFFICIAL COPY

95116241

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 34 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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

PIN: 16-16-118-092

95116241

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 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 \$ 207.19 each until paid in full, payable to

H.C.P. Sales, Inc.

Assigned to:

Old Republic Insured
Financial Acceptance Corp.
30233 Southfield Rd Ste #200
Southfield, MI 48076

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That Grantor, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, at 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 on 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 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 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; (7) to 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 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 thereon, 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 solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree - shall be paid by the grantor and the like expenses and disbursements, occasioned by 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 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 deemed, 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, or said grantor, and or 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 and 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 grantor, 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 ruling holder 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 4 day of JANUARY A. D. 1995

Odessa V. Jenkins
Odessa V. Jenkins

(SEAL)

(SEAL)

(SEAL)

(SEAL)

23. SP

UNOFFICIAL COPY

Box No.

Trust Item

TO

, Trustee

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

OLD REPUBLIC F.A. CORP.
SOUTH BRIDGE PLAZA, SUITE 200
SUNSHINE BLVD. #200
SUNSHINE BLVD. #200
SUNSHINE BLVD. #200

Property of Cook County Clerk's Office

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

OFFICIAL SEAL
GARY MARTIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/22/96

I, Gary Martin
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
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personally known to me to be the same person as whose name
instrument, appeared before me this day in person, and acknowledged that she assigned, sealed and delivered the said instrument
and free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of redemption
(Signed under my hand and Notary Seal, this 13th day of March, 1995)
Notary Public