96407064

DEPT-01 RECORDING 142222 TRAM 9449 05/30/96 11:45:00 35808 * SA #-96-407064 COOK COUNTY RECORDER

| This Indenture, witnessettl, That the Grantor |
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| DOUGLAS AND HATTIE THOMAS |
| Or |
| of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of DIX THOU; ND FULL HUNDRED & 100 — Dollars in hand paid, CONVEY. AND WARRANT to Old Reputific Insured Financial Corporation of the City of Chicago County Cook and State of Illinois. and to his successors in trust hereinafter named, for the purpose of secural performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including an heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated |
| City Chicago County Cook and State of Illinois, to-wit: |
| COMPANY'S WESTERN AVE. SUBDIVISION, BEING A SUPPLYISION OF |
| THE MORTHERST QUARTER OF THE NORTHWEST QUARTER OF |
| SECTION 36, TONNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN |
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| PIN# 19-36-106-022 |
| 7949 S. FRANCISCO CHICAGO IL |

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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.

With REAS, The Chantor's TXXIGAS AND HATTIE TICAMS

pustly indebted upon THEIR one retail installment contract bearing even date herewith, providing for 96

installments of principal and interest in the amount of 3 104.51 rach until pand in full, payable to

Alard Home Improvement Corporation

Assigned to:

Old Republic Insured Financial Acceptance Corporation

4902 West Irving Park

Chicago, 12 50641

The Grantor...coverant...and agree...as to to /s: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement exerciting 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 of 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 havein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss chaose 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 the 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 ensumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or may 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 carned interest shall, at the option of legal holder thereof, without notice, become interested 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 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 cests 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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| 18 THE EVENT of the death, removal or absence of his refusal or failure to act, then | ce from said | Cc | unity of the grantee, or |
|--|---|-----------------------------------|--|
| John A. Laskey | • • • • • • • • • • • • • • • • • • | id Alamata in horastas as a large | ha ha pe |
| in this trust; and if for any like cause said first and Deeds of said County is hereby appointed to tagreements are performed, the grantee or his sucreasonable charges. | ecessor fail or refuse to net, t by second successor in this | tiust. And when all the af | the acting Recorder of brossid covenants and |
| | | | |
| Witness the bend and seal of the grad | ntor this 3 day o | MAY | A.D. 1976 |
| Q/x | X Dougla | 2 Thomas | r (SEAL) |
| <i>y</i> | DOUGLAS | THOMAS THOMAS | (SBAL) |
| | X Halle | Mornina | (SEAL) |
| | ON MAINE | THOMAS | (SEAL) |
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Clook- Siss. State of ... County of りが特別の時 Budimir RAdoJaic a Notary Public in and for a jid County, in the State aforesaid, Du Herrbij Certify that Do.y.g. LAS Thomas. A. W. d. H. A. T. L. E. Thomas instrument appeared before me this day in person, and acknowledged that The Asigned, sealed and delivered the said instrument free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Doenty of Cook County Clark's Office Glum under my hand and Notarial Seal, this

Box No.

THIS INSTRUMENT WAS PREPARED BY

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Old Republic IFA Corp. 4902 W. Irving Park Rd. Chicago, IL 60541

Old Republic IFA Corf 4902 W. Irving Park Pd. Chicago, IL 60641

MAIL TO

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