96617449

This Indentuic, WITNESSETH, That the Grantor John H. Evans a
wire Louise Evans,
Ox
of the City of Chica Socounty of COOK and State of Illinois
for and in consideration of the sum of Tive Thousand doolloo Dolla
in hand paid, CONVEY. AND WARRANT. to JOHN A. Laskey of the Cityl of Chicago County 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 Cook and State of Illinois, to-will
Lot 2 in Wilson's Subdivision of West 240.6 feet of Lot 16 in County Clerks Division of Lot 38 in School Trustees Subdivision of Section 16, Township 38, North, Range 1. East of the Third Principal Meridian, in Cook County, 111inois.
PIN: 20-16-308-008 ADDRESS: 737 W. 60th Pl. Chicago, Illinois 9 6617:49

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Hereby feleasing 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 John A Evans awife Louise Evans
justly indebted upon the in one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$
Bas Construction attempdeling Co. Inc
Assigned TO;
(1) De Dulatio To Mach
4902. W. Irving Park Road Chicago, II, 60641
Chicago = 1, 6864)

THE GRANTOR...covenant...and agree...as ollows: (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 premiser, and on demand to exhibit receipts therefore; (3) within sixty days after destruction or damage to rebuild or restore all building, or 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 grance bettein, 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 arry appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all orior 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 incumbrances 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 litle 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 see area hereby.

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 imm idiately 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 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.

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IN THE EVENT of the death, removal or absence from said. COK. County of the grantee, or of his refusal or failure to act, then
John Haskey 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 promises to the party entitled, on receiving his reasonable charges.
Witness the hand and scal of the grantor this of day of June (SEAL) Xhame Lum (SEAL)
(SEAL)

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OFFICIAL COPY でもられずみもり State of Illinoin 55. reok County of SHELLY BEAKOWITZ a Notary Public in and for said County, in the State aforesaid. De Hereby Certify that John H. E. Vans 4. instrument, appeared before me this day in person, and acknowledged that the leading the said instrument as Aid. free and voluntury act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. White under my hand and Notarial Seal, this Old B. Dic IFA Corp. 3 11/10/28

490. Francis Park Rd.
Co. 2, E. 50641 SHELLY BERKOWITZ NOTARY TUBLIC, STATE OF ILLINOIS My Commission Expires 11/10/98 THIS INSTRUMENT WAS PREPARED BY: Trustee 5 MAIL TO:

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