96075671

7#0014 TRAN 1689 01/30/96 08:27:00 #9422 # JW #-96-075671 CDOK COUNTY RECORDER

This Indentury, witnesseth, That the Grantor
ENRIQUE CLUNIE
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of the Color of he case County of Cook and State of Illinois for and in consideration of the sum of Cook Theories and Cook Cook Cook Cook Cook Cook Cook Coo
in hand poid, CONVEY. AND WARRANT 10 JOHO A. LASKEY
of the City of McAGO County Cool and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing prefermance 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
in the of McACO County of and State of Illinois, to-wit:
LOT 7 IN BLOCK 2 IN C.E. WOOLEY'S SUBDIVISION OF 7 1 2 ACRES EAST OF AND ADJOINING THE WEST 10 ACRES OF THE NORTHLEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUREL AVENUE IN COOK COUNTY, ILLINOIS.
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PIN: 13-36-207-003 ADDRESS: 2661 MEDILL CHICAGO, ILLINOIS
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UNOFFICIAL COPY

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 ENRIQUE CLUNIE
justly indebted upon one retail installment contract bearing even date herewith, providing for 36
instailments of principal and interest in the amount of \$ 200.23 each until paid in full, payable to
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THE GRANTOR...covenant...and agree...as follows: (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 premises, and on demand to exhibit receipts therefore; (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 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 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 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 of 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 entumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may produce 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 bereby.

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 in mediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by invectors 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 complanant 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 shell 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. Country of his refusal or failure to act, then	ty of the grantee, or
John A. LASKEY of said County is hereby appointed to in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the Deeds of said County is hereby appointed to be second successor in this trust. And when all the afore agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitl reasonable charges.	said covenants and
	94
Witness the hand and seal of the grantor this day of day of	A.D. 19
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D) (Morrie Clerrel	(SEAL)
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