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3396/0096 22 001 1997-10-14 15:45:05
Cook County Recorder 27.50

This Indentific witnesseth, That the Grantor Carrie Thronton and Rutus Thronton
City Chicago Cook of the County of and State of Illinois Six Thousand Three Hundred
for and in consideration of the sum of
of the of County and State of Illingis
and to his successors in trust hereinafter named, for the purpose of seconic 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 apparatus and thereto, together with all rents, issues and profits of said premises, situated City Chicago in the
LOT 25 AND LOT 26 IN BLOCK 21 IN DAUPHIN PARK ADDISION, A
SUBDIVISION OF THE EAST HALF OF THE NORTH EAST QUARTER OF
SECTION 3, township 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 25-03-222-042
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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.

WHEREAS, The Grantor's Carrie. The	conton and Rutus	Thronton 60
justly indebted upon one reta	il installment contract bearir	g even date herewith, providing for
installments of principal and interest in the amount of Tri-R Construction & Remo		each until paid in full, payable to
2834 N. Laramie	1100 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
Chicago, IL 60641		
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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 grantec 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 a pear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all reior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 title affecting said premises or pay all prior encumbrances are 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 necessy.

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 immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by forciosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is Acrosso 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 lieu 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 filling 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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of his refusal or failure to act, then

Carrie Thronton and Rutus Thronton

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 premises to the party entitled, on receiving his reasonable charges.

and... and Colling Clark's Office Carrie Thronton (SEAL)

.....(SEAL)

..... (SEAL)

..... (SEAL)

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UNOFFICIAL COPY 97760331 Page 4 of State of Illinois
Cook County of Laura Ramos Carrie Thronton and a Notary Public in and for said County, in the State aforesaid. Do Ferring Certify that . . . instrument, appeared before me this day in person, and acknowledged that...he...signed, scaled and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. The control of County Clerk's Office Given under my hand and Notarial Seal, this THIS INSTRUMENT WAS PREPARED BY: Trustee Tri-R Construction CONSTRUCTION Box No. 2834 N. Laramie Chicago IL 60641 2834 H. FARPMIE 2 דמב- ת

MAIL TO:

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