71.547006? 37 00) Page i at 1998-10-05 12:20:44

South County Recorder

27.50

This Indenture, witnesseth, that the Grantor MULLY A CULLYZH 4
of the CITY of CMOCounty of MOD and State of Illinois
for and in consideration of the sum of OIX + 10150111) HUR WILLIAM Dollars in hand paid, CONVEY. AND WARRANT to LESSED M: 1522
of the Of Of County Of 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 nearing, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the UHG of CNGO. County COOD and State of Illinois, to-wit: Et 13 in 55 Kinball's Subdirision of the East
1/2 of Joto 70 8 in Kimbells Sildingion of the East 1/2 of the 5w 1/4 2-1le West 1/2 of the
SE '14 of Section 26, Township 40 North, Longe 13 East of the 3rd Puncipal Hendran / except the 25 acres in the NW Corner) in Cook County, Illinos.
5,4
PIN 13-26-410-027 Address 2628 St Louis Chicago IL ORIFACILL DR 12994

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Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
INTRUST nevertheless for the nurness of securing performance of the governments and agreements become
WHEREAS, The Grantor's MULLY A. COUNTER & DAVILLE COLON.
justly indebted upon
installments of principal and interest in the amount of \$ 140 40 each until paid in full, payable to
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appiance to oid kepublic
embined devenicual actept cap
2 MUD W Drumy DK RD
Chap II WB30.
5 1)

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, e.g. 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 all 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 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 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 secure thereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of aid indebtedness, including principal and all earned interest shall, at the option of legal holder thereof, without notice, become interest due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure 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 complainard 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	County of the grantee, or
in this trust; and if for any like cause said first successor fail or refuse to ac Deeds of said County is hereby appointed to be second successor in the agreements are performed, the grantee or his successor in trust, shall releat reasonable charges.	his trust. And when all the aforesaid covenants and
Javul Colon	yor July A.D. 19

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UNOFFICIAL COPY890942 (sage A of State of Illinois } 1919. County of COOM I, THE Undersished a Notary Public in and for said County, in the State aforesaid, Du Herrhy Certify that ... personally known to me to be the same person S, whose name S instrument, appeared before me this day in person, and acknowledged that... ne... signed, sealed and delivered the said instrument as free and voluntury act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Mum und cowhand and Notarial Seal, this O C C County Clarks Office THIS INSTRUMENT WAS PREPARED BY:

Trustee

MAIL TO

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