

TRUST DEED



THIS INDENTURE WITNESSETH, That **RSF HOLDING**, a general partnership, by **RANDALL E. HEMAN** and **FRANCES L. FROELICH**, General Partners (hereinafter referred to as the "Grantor"), for and in consideration of the sum of SIXTY-EIGHT THOUSAND ONE HUNDRED FORTY-FIVE (\$68,145.00) DOLLARS in hand paid, CONVEYS AND WARRANTS to **POLLY A. GOLDMAN, Trustee**, and to her successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

LOT 33 (EXCEPT THE WEST 15 FEET THEREOF) ALL OF LOT 34 AND LOT 35 (EXCEPT THE EAST 20 FEET THEREOF) IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 7 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3336 W. 64th Place, Chicago, IL 60629
Permanent Index No. 19-23-210-020-0000

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (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, with loss clause attached payable *first*, to the Trustee herein, which policies shall be left and remain with the Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, 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 incumbrance of 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 incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eighteen 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 earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at twelve 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 on behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs 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 proceeding 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 proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Grantor, for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of the record owner is RSF HOLDING, a general partnership. IN THE EVENT of the death or removal from said Cook County of the Grantee, or of its resignation, refusal or failure to act, then David A. Goldman of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fails or refuses 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 of 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.

Witness the hand and seal of the Grantor this 29th day of April, 1999.

RSF HOLDING, a general partnership

by  _____
RANDALL E. HEMAN, General Partner

and
by  _____
FRANCES L. FROEHLICH, General Partner

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RSF HOLDING, a general partnership, by RANDALL E. HEMAN and FRANCES L. FROEHLICH, General Partners, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 29th day of April, 1999.



Notary Public



This instrument was prepared by Harry S. Jacobs, Esq., 900 S. Wabash Ave., Suite 301, Chicago, IL 60605-2223

Mail to: David A. Goldman
900 S. Wabash Ave.
Suite 301
Chicago, IL 60605-2223

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