

TORRENS

UNOFFICIAL COPY 3537323

CHICAGO COUNTY CLERK'S OFFICE
3537323

NOTE IDENTIFIED

This Indenture,

WITNESSETH, That the Grantor

ESSIE ARMSTRONG (A WIDOW) AND TONY DAVIS (A BACHELOR)

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

for and in consideration of the sum of TWENTY THOUSAND AND TWENTY AND 56/100THS DOLLARS

in hand paid CONVEY, S AND WARRANT S to JOSEPH DIZONNA, Trustee

of the City of Chicago, County of 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situate

in the CITY of CHICAGO, County of COOK, and State of Illinois, to-wit:

LOT 150 IN A. G. WIESE'S SUBDIVISION, A SUBDIVISION OF LOT 4

IN COUNTY CLERK'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4

OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. J. N. 16-27-202-031

COMMONLY KNOWN AS: 2313 S. KOLIN CHGO., ILL.

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.

WITNESSETH, The Grantor's ESSIE ARMSTRONG (A WIDOW) AND TONY DAVIS (A BACHELOR) justly indebted upon A ONE retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 238.34 each until paid in full, payable to

STONE CONSTRUCTION COMPANY AND ASSIGNED TO NORTHWEST NATIONAL BANK.

THE GRANTOR... covenants... 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 therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may here be 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 pay the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be let and remain with the said Mortgagee or 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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... agree... to repay immediately without demand, and the same with interest, hereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness incurred hereby.

In the event of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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 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 complainant in connection with the foreclosure hereof... including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises... including foreclosure decree... shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness... as a debt, may be a party, shall be paid by the grantor... All such expenses and disbursements shall be an additional lien upon said premises, shall be used as a lien 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 set aside, 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Thomas S. Larsen

of said County is hereby appointed to be first successor in this trust; and if he 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S and seal S of the grantor S, this 16TH day of APRIL, A. D. 1986

Tony Davis (SEAL)

Essie Armstrong (SEAL)

THIS INSTRUMENT PREPARED BY:
SHARI SCHWIMMER
6246 N. PULASKI RD.
CHICAGO, IL 60646

(SEAL)

(SEAL)

(SEAL)

COOK COUNTY

UNOFFICIAL COPY

2/1/86
89366
3537323
Dewitt Boyd

Box No.

3537323

TO

JOSEPH E. ZONNA, Trustee

REGISTRAR

THIS INSTRUMENT WAS PREPARED BY:

Submitted by

Address 3537323

Promised by NATIONAL BANK OF CHICAGO
3985 N. MILWAUKEE AVE. CHICAGO, ILL. 60641
Delivery 08/28/86

Address 3537323

Deed to

Address

Notified

G. Harris

NORTHWEST NATIONAL BANK
3985 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60641

Property of Cook County Clerk's Office

Shari Schwimmer

APR 11 A. D. 19 86

I, SHARI SCHWIMMER, County Public Administrator, in the State of Illinois, do hereby certify that ESSE ARMSTRONG (A WIDOW) AND TONY DAVIS (A BACHELOR) personally known to me to be the same person. Whose name S. ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument was and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. When, under my hand and the official Seal, this 16TH day of APRIL 1986.

State of Illinois }
County of Cook }
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