

This Indenture, WITNESSETH, That the Grantors WALTER E. GREISING AND RUTH R. GREISING, HIS WIFE

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of TEN THOUSAND AND NO/100 Dollars

in hand paid, CONVEY. AND WARRANT to JOHN YOUNG, Trustee ROBERT E. NOWICKI, 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, situated

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

Lot Two (2) in Block Twelve (12) in Edgebrook Manor, being a Subdivision of Lots 27, 32, 33, 34 and 35, that part of the South West Half (1/2) of Lot 38 and all of Lot 39 West of Road, all of Lots 40, 41, 42, 43, and 44, the Southwest Half (1/2) of Lot 45, all of Lots 47 to 52, both inclusive in the Subdivision of Bronson's part of the Caldwell's Reservation, in Towns 40 and 41 North, Range 13, East of the Third Principal Meridian, (excepting certain parts) according to Plat thereof registered on March 1, 1922 as Doc. 148536.

PROP. ADDRESS: 5552 N. Waukesha Avenue, Chicago, Illinois 60646 P.I.N. 10-32-417-00

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 is WALTER E. GREISING AND RUTH R. GREISING, HIS WIFE

justly indebted upon their one principal promissory note, bearing even date herewith, payable to NORTHWEST NATIONAL BANK OF CHICAGO

payable in 60 successive monthly installments each of \$227.55 due on the note commencing on the 28th day of April 1988, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

NOTE IDENTIFIED

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THE GRANTOR covenants and agrees 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 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 Trustee herein as their interests may appear, which policies shall be left 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; (7) to pay all taxes, or assessments, or discharge or purchase any tax lien or title affecting said premises or any part thereof, or any 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 seven 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 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 execution 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 proceeding wherein the grantee or any holder of any part of said indebtedness, 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 his 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.

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 Ronald Wood

of said County is hereby appointed to be first successor 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

Witness the hand and seal of the grantor this 24th day of March A. D. 1988

Signatures of Walter E. Greising and Ruth R. Greising with (SEAL) markings.

UNOFFICIAL COPY

7-11-86

IN DUPLICATE
36965
Trust
36965

Box No. 246

WALTER E. GREISING AND

RUTH B. GREISING, HIS WIFE

TO

JOHN J. GREISING, TRUSTEE

ROBERT E. NOWICKI, TRUSTEE

THIS INSTRUMENT WAS PREPARED BY:

DENNIS TONGE

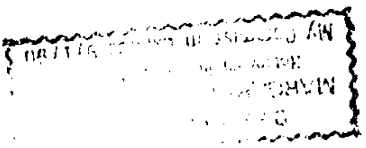
NORTHWEST NATIONAL BANK OF CHICAGO
708 S. MILL AVENUE
CHICAGO, ILL. 60641

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NOTARY PUBLIC
365 MILL AVENUE
CHICAGO, ILLINOIS 60641

Property of Cook County Clerk's Office



Notary Public

Walter E. Greising

day of March A. D. 19 86.

24th

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER E. GREISING AND RUTH B. GREISING, HIS WIFE, personally known to me to be the same person, 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 use and purpose therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER E. GREISING AND RUTH B. GREISING, HIS WIFE, personally known to me to be the same person, 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 use and purpose therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook }
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