

UNOFFICIAL COPY

3708420

This Indenture, witnesseth, That the Grantor

of the... CITY... of EVANSTON County of COOK... and State of ILLINOIS
for and in consideration of the sum of FIVE THOUSAND TWO HUNDRED \$5,200.00 Dollars
in hand paid, CONVEY. AND WARRANT... to GERALD E. SIKORA

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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the CITY of EVANSTON County of COOK and State of Illinois, to wit:

.....

LAT. 1/4 (EXCEPT THE NORTH 6 1/9 FEET THEREOF) IN BLOCK
TAX 11, WEBER'S MADISON STREET ADDITION TO SOUTH EMINENCE,
BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF
THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,
TOWNSHIP 41, NORTH, RANGE 13, EAST OF THE THIRTY
PRINCIPAL MILE MARKS IN LOOK COUNTY, ILLINOIS.

P.I.N - 10-24-405-028-0000

Known as - 746 Florence

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 Leopold Minet (A. WIDOWER).

justly indebted upon one retail or installment contract bearing even date herewith, providing for 60
installments of principal and interest in the amount of \$ 103.92 each until paid in full, payable to

THE CALIFORNIA LIFE INSURANCE COMPANY
OF ILLINOIS AND ASSIGNED TO INSURANCE
FINANCIAL ACCEPTANCE CORP.

THE UNDERTAKER, 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 therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on and 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 policy first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all other 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 time or times when the same shall become due and payable, to procure such insurance, or payment, or discharge, or release and full title affecting said premises, or pay all prior indebtedness, and the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or payment, or discharge, or release and full title affecting said premises, or pay all prior indebtedness, 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 at the rate from the date of payment at seven per centum 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 accrued interest shall, at the option of the holder, thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per centum per annum, shall be recoverable by

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. The expenses of such action or proceeding, in connection with the foreclosing party's interest, including reasonably attorney's fees, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder in right of said indebtedness, shall be a party, or in the prosecution or completing thereof, 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 in right of said indebtedness, shall be a party, or in the prosecution or completing thereof, showing the whole title of said premises, shall be a part of said indebtedness, and such may be paid by the grantor. All such expenses and disbursements shall be an additional debt upon said premises, shall be a part of said indebtedness, and such may be paid by the grantor. All such expenses and disbursements shall be an additional debt upon said premises, and shall have been entered on, shall not be discontinued, nor a release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, and his heirs, executors, administrators and assigns of said grantor, waive all right to the prosecution of, and income from, and premises pending such foreclosure proceedings, and agree, that upon the filing of any bill to foreclose this 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 County of the grantee, or of his refusal or failure to act, then
Grant E. Reed 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... 29... day of April... A. D. 19⁸⁵

Leopard Murad

J. A. D. 18

(SEAL)

..... (SEAL)

UNOFFICIAL COPY

Urge! Repd

Box No.

3/16/98
686630
IN DUPLICATE
NCS 708420

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Name / S. O'Donnell - 4500 Montrose
Chicago, IL 60641

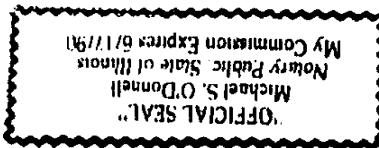
708420

Submitted by _____

Address: _____

Adopted: 708420

Notary Public Seal, this
Michael S. O'Donnell
My Commission Expires 6/17/98
County Public Seal of Illinois



Insured Financial
4455 Montrose
Chicago, IL 60641

Insured Financial
4455 Montrose
Chicago, IL 60641
3708420

186034

Property of Cook County Clerk's Office

I, MICHAEL S. O'DONNELL, LEOPOOLD M. MACK, C. A. HANOWSKI,
a Notary Public in and for said County, in the State of Florida, do hereby certify that
personally known to me to be the same person, whose name is, L.S.,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
free and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the rights of damages.
In witness whereof, I have hereunto set my hand and Notarial Seal, this day of April, 18, 1998.

County of Cook
State of Illinois