

UNOFFICIAL COPY 3948200

This Indenture, WITNESSETH, That the Grantor *John Darrow*, of the City of New York,

WITNESS.....TUESDAY.....his wife

of the CITY of BIRMINGHAM County of LACKAWANNA and State of PENNSYLVANIA
for and in consideration of the sum of FORTY-THREE THOUSAND FIVE HUNDRED Dollars
in hand paid CONVEY AND WARRANT to THOMAS J. MICHELSON, 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Waukesha, County of Waukesha, and State of Illinois, to-wit:

LOT FOURTY NINE (EXCEPTING AN AREA FROM THAT PART THEREOF FOLIAGE WITHIN LOCATED ALONG
AS SHOWN IN PLATITUDE RECORDED AS DOCUMENT NUMBER 17837547, AND EXCET THE
WEST 106.9 FEET THEREOF, AS MARKED ALONG THE SOUTH LINE THEREOF; THE EAST
LINE OF SPLIT TRACT BEING A STRAIGHT LINE DRAWN PARALLEL TO THE WEST LINE
OF SAID LOT (SIXTY NINE (49).

IN...CHESTERFIELD, ILLINOIS. A SUBDIVISION, UNIT TWO, A PART OF FIRST ADDITION
TO...DEMPSTER-UNION ROAD SUBDIVISION, IN THE NORTH WEST QUADRANT ($\frac{1}{4}$)
OF SECTION 19, TOWNSHIP 41, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO PLAT OF SAID CHESTERFIELD, ILLINOIS, SUBDIVISION, UNIT
TWO, REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS, ON JUNE 20, 1961, AS DOCUMENT NUMBER 1983643.

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 VIA M.R. 117-1458 & NATALIA TITIYEVSKY
justly indebted upon one retail installment contract bearing even date herewith, providing for 60
installments of principal and interest in the amount of \$ 354.83, each until paid in full, payable to
ESME BANK.

$$\begin{array}{r} 10 \cdot 19 = 109 - 08 \\ 10 \cdot 19 = 109 \quad 086 \\ 10 \cdot 19 = 109 \quad \cancel{086} \quad 087 \end{array}$$

THE GRANTOR . . . covenant . . . and agree . . . as follows: (1) To pay said indebtedness, and the interest thereon, 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 therfor, (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 what is held by grantee shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incurances, 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 grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any taxation or title affecting said premises or pay off 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 thereon from the date of payment at

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

legal holder thereof, without any deduction or setoff, and shall be paid by the grantee, at seven per cent., interest, which shall be recoverable by foreclosure suit, or by action at law, or both, in case any of 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 foreclosures 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 ____ 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 item upon said premium, 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 compromised, 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 the heirs, executors, administrators and assigns of said grantee _____, waives all right by the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Deed, thereover, 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**
ROBERT W. WILSHÉ

County of the grantee, or of his refusal or failure to act, then

ROBERT W. WILSHE 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, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. And when all the aforesaid

Witness the hand and seal of the grantor this 3rd day of

A.D. 19 80

(SEAL)

+ ~~Actor & actress~~ ~~Titles & sketch~~

(SEAL)

(SEAL)

UNOFFICIAL COPY

Trust Deed

Box No.....

1
1431805
M/D

3916200

3916200

REGISTRATION OF THE
CHARTER OF THE
CITY OF CHICAGO
3916200

3916200

TO

THOMAS J. MICHELSON, Trustee

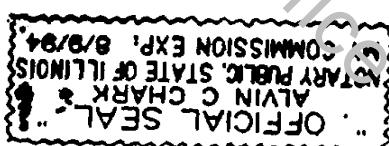
THIS INSTRUMENT WAS PREPARED BY:

LaSalle Bank Lake View

3916200

Victoria T. Harvey
8653 N. Kington
Miles 11 60648

Notary Public



day of August 19, A.D. 1994

Witness under my hand and Notarial Seal, this

personally known to me to be the same person, whose name is Victoria T. Harvey, who executed and delivered the said instruments in the presence of me, for the purpose therein set forth, including the release and waiver of the right of homestead,

a Notary Public in and for said County, in the State of Illinois, the Notary Publicly certifying that

I, Alvin C. Charke,
a Notary Public in and for said County, in the State of Illinois, the Notary Publicly certifying that

State of Minnesota
County of Cook
} Hrs.
Date of this instrument

3916200