

# UNOFFICIAL COPY

PREPARED BY:  
S. BERKOWITZ  
4747 W. PETERSON AVE.  
CHICAGO, IL 60648

3932586

**This Indenture**, WITNESSETH, That the Grantor JOHNNY CUNNINGHAM  
AND JANIE CUNNINGHAM (HIS WIFE)  
of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of NINETEEN THOUSAND 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 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 5 IN HILLSTROM AND DE YOUNGS ADDITION TO FERNWOOD PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF LOT 12 (EXCEPT THE EAST 33 FEET OF SAID WEST 1/2 OF LOT 12), IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

IN 25-16-109-013  
10416 S. UNION CHICAGO, IL

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 JOHNNY CUNNINGHAM AND JANIE CUNNINGHAM (HIS WIFE)  
Justly indebted upon one retail installment contract bearing even date herewith, providing for 120  
installments of principal and interest in the amount of \$ 220.26 each until paid in full, payable to 1ST CHICAGO BUILDERS AND ASSIGNED TO LEVALLE BANK LAKEVIEW

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.  
IN THE EVENT of failure so 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 tax lien or title affecting said premises, 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 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 foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree 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 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, with 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, do hereby, all rights 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 Indenture in which such bill is filed, they 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 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 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 25th day of NOVEMBER A. D. 1990  
Johnny Cunningham (SEAL)  
Janie Cunningham (SEAL)

NOTE IDENTIFIED BY AFD

3932586

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1/15/90  
1/15/90  
IN DUPLICATE

Box No. 3932586

# Trust deed

3932586

TO

THOMAS J. MICHELSON, Trustee

RECORDED  
INDEXED  
1990 DEC 13

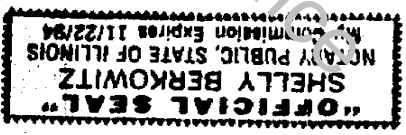
THIS INSTRUMENT WAS PREPARED BY:

MAIL TO  
1200 N. LA SALLE ST.  
CHICAGO, ILL. 60610

Lasalle Bank Lake View  
LASALLE BANK LAKEVIEW  
3201 N. ASHLAND  
CHICAGO, ILL. 60657

Address: \_\_\_\_\_  
Notified \_\_\_\_\_  
Agrees \_\_\_\_\_

Property of Cook County Clerk's Office



Nov 13 1990 A. D. 1990

*Shelly Berkowitz*  
Notary Public

I, SHELLY BERKOWITZ, Notary Public in and for said County, in the State aforesaid, do hereby certify that 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.

JOHN T. CUNNINGHAM AND JANIE CUNNINGHAM (HIS WIFE)

State of Illinois }  
County of Cook }