

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

85148812

49-45050

85148812

This Indenture, WITNESSETH, That the Grantor Charles F. Lanier and wife Willa M. as joint tenants

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Three Thousand, Three Hundred Fifty & 52/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 38 in Block 6 in Marston and Augur's Subdivision of the South West Quarter of the South West Quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7021 S. Bishop, Chicago, Ill. PIN # 20-20-327-008-0000

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 Charles F. Lanier and wife Willa M, as joint tenants justly indebted upon ONE principal promissory note bearing even date herewith, payable TO: 1st City Builders, Inc. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 36 successive monthly installments each of 93.07 due monthly on the note commencing on the 22 day of September 85 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR 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 repair his buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste on said premises at all 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, 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 its 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 title affecting said premises or 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 incurred 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 the date 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 were 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 solicitor's fees, outlays for documentary evidence, stamp duty, notary's charges, cost of procuring or completing abstracts, and the whole title of said premises embracing foreclosing 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 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 proceedings, 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 the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings and agrees 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 grantor, or of his refusal or failure to act, then Thomas F. Bussey of said County is hereby appointed to be first successor in this trust, and if for any illy 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 and seal of the grantor this 8 day of August A. D. 19 85 X Charles F. Lanier (SEAL) X Willa Lanier (SEAL)

85148812

State of Illinois
County of Cook

Notary Public Seal

I, Hope Wolff

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Charles F. Lanier and wife Willa M. as joint tenants

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 uses and purposes therein
set forth, including the release and waiver of right of homestead.

Witness under my hand and Notarial Seal, this 8
day of August A. D. 1985

Notary Public
Commission Expires: 4/23/86

Property of Cook County

DEPT-01 RECORDING
14222 FROM 2577 08/16/85 09 27:00
4963 # B * 85-148812

11.00

Box No. 144

Trust Deed

Charles & Willa Lanier
7021 S. Bishop
Chicago, Ill.

TO

GERALD E. SIKORA Trustee
LAKEVIEW TRUST & SAVINGS BANK
3201 N. Ashland
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
1st City Builders, Inc.
3849 W. Devon
Chicago, Ill. 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312/625-2180

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