

*2nd Mortgage* UNOFFICIAL COPY 86-50099

**This Indenture,** WITNESSETH, That the Grantor

James Harris & Leola Harris

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

for and in consideration of the sum of Eight Thousand Sixteen Dollars & 60/100-----Dollars in hand paid, CONVEY AND WARRANT to DENNIS S KANARA, 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 34 And the South 9 Feet of Lot 35 in John A. May's Subdivision of the West half of the north West Quarter of the North East Quarter of the North East quarter of Section 11, Township 29 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

*Copy of Release, U.S.A. Chewara Chp. P.L.N.# 16-4-204-053 All 13-A-0-18*

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 James Harris & Leola Harris

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 133.61

*Will be loan assigned to Lakeview Bank*

**THIS IS A JUNIOR MORTGAGE**

The GRANTOR covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, both here 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. To 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 building, 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 kept 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 principal and interest thereon, when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the principal and interest thereon, when due, the grantee or the holder of said indebtedness, may all prior incumbrances, and the interest thereon from time to time, and all moneys so paid, the grantee or the holder of said indebtedness, to pay 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 covenant or agreements with the whole of said indebtedness, including principal and all accrued 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 thereof, including reasonable solicitors fees, attorneys for the grantor, evidence, stenographic charges, cost of proceeding or compelling abstract showing the whole title of said premises, including foreclosure interest shall be paid by the grantor and the like expenses and disbursements, as aforesaid, proceeding when on the grantee 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 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 solicitors fees, have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession and enjoyment of said premises, pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this First Debt, 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

Thomas F. Bussoy

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 30 day of September A. D. 1986

*Thomas F. Bussoy*  
*Leola Harris*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

86557325

UNOFFICIAL COPY

But No. 146

*And Notary*

# Trust deed

*Trustee*  
719 N. Dearborn

*Chicago, Ill. 60634*

TO

DEMNIS S. KANARA, Trustee

*Chicago, Ill. 60634*

*Chicago, Ill. 60637*

THIS INSTRUMENT WAS PREPARED BY:

*Wheeler & Rutledge*

*9300 Dunlap*

*Chicago, Ill. 60631*

LAKE VIEW TRUST AND SAVINGS BANK  
3301 N. ASHLAND AVE., CHICAGO, I. 60637  
312/525-2180



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#4444 TRAN 0383 11/24/86 10:22:00  
#8995 # D # -86-557325  
COOK COUNTY RECORDER

-86-557325

520,559

*Marilyn Berkowitz*  
Notary Public

*Depositor* A. D. 19 *86*

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, *MARILYN BERKOWITZ*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

*JAMES HARRIS + LEON HARRIS*

State of Illinois }  
County of Cook }