

UNOFFICIAL COPY

This Indenture, WITNESSETH That the Grantor, **Glenn Howard and Mary Howard his wife**

of the City of Chicago County of Cook and State of Illinois, for and in consideration of the sum of Forty Two Thousand Three Hundred Eight & 28/100 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

Lots 10 and 11 In Block 2 In Circuit Court Partition, being a Subdivision of the East 15.08 chains of the South Half of the Southeast Quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 4626 S. Evans, Chicago, IL.

PERMANENT TAX NO: 20-03-427-024 H&I *84*

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In this, nevertheless, for the purpose of securing performance of the covenant and agreements herein.

WHEREAS, The Grantor's **Glenn Howard and Mary Howard his wife**

justly indebted upon **one** retail installment contract bearing even date herewith, providing for **84** installments of principal and interest in the amount of **\$ 503.67**, each until paid in full, payable to **Cory Construction Corp. Assigned to Lake View Trust & Savings**

The Grantor covenants and agrees as follows: To repay said indebtedness, and the interest thereon, when and in such notes provided, or according to any agreement extending time of payment, to pay prior to the first day of January in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, or within sixty days after destruction or damage, or removal of restoration, or impoundment of said premises, that may have been destroyed or damaged, so that waste is found therein, and to make good the same, or to pay the cost of repair and restoration, or to cause the same to be repaired and restored, as may be selected by the grantor herein, who is hereby authorized to place such insurance or companies acceptable to the holder of the first mortgage held by him, with a loss account attached, payable to the first trustee or mortgagee, and second to the trustee herein, as their interests may appear, which is to be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid, to pay all prior encumbrances, and the interest thereon, at the rate of ten per cent above the same shall become due and payable.

In the Event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest therein, when due, by the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase my tax or rate affecting said premises at any prior encumbrance and the interest therein from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest, accrued 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 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 all other indebtedness had then matured by express term.

In Acting by the grantor, that all expenses and disbursements paid or incurred in behalf of, or connected with the foreclosed property, including reasonable solicitors fees, outlays for documentary evidence, stenographer's fees, cost of preparing or completing a tract showing the whole title of and premises, including costs of issue decree, shall be paid by the grantor, and the like expenses and disbursements incurred by any suit or proceeding wherein the grantor or any holder of a part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements incurred by a holder of a part of said indebtedness, shall be a part of said indebtedness, and included in any decree that may be rendered in any such proceeding, which proceeding, whether the decree be absolute or otherwise, shall not affect, and, nor release the grantor from all liability for the payment of any such expenses and disbursements, and the same shall remain with the holder of the same, and the same shall be liable for the payment of any bill to foreclose this Trust Deed, the contents of which shall be paid over by the grantor and warrant to the trustee, and to any party claiming under said grantor, to 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. Bussey *84* and 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 grantor or his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor *Glenn Howard* *84* A.D. 19 *84*

Glenn Howard *84* *Glenn Howard* *84* *Glenn Howard* *84*

(SEAL)

(SEAL)

(SEAL)

86557253

Box No. 146

Urbit Rep

Dear Mary Howard
4626 S. Grand
Chicago, Ill. 60653

TO

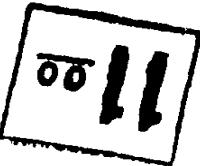
DENNIS S. KAWADA, Trustee
Lake View Apartments
700 N. Astor
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.

6316 N. Cicero Ave.
Chicago, Ill. 60646

Alex Eisenberg
A&C FEDERAL SAVINGS BANK
301 N. ASHLAND AVE. CHICAGO, IL 60657
312-526-2800



-86-557353

COOK COUNTY RECORDER
1983-84 D. # -Q2 - 557353
TMA444 TRAN 0383 11/84/84 10:28:00
DEPT-01 RECORDING \$11.00

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I, Alex Eisenberg, Notary Public in and for said County, in the State of Illinois, do hereby certify that Glenon Howard, and Merry Howard, wife, promissory known to me to be the name person whose name is Alex Eisenberg, numbered to the foregoing instrument, appeared before me this day in person, and acknowledged that they, having attended and deliberated the said instrument, voluntarily, upon and voluntarily act, for the uses and purposes herein set forth, including the delivery and waiver of the right of homestead, in full under my hand and Notarial Seal, this day of October, A.D. 1984.

County of Illinois }
State of Illinois }