

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 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, Ill. PERMANENT TAX NO: 20-03-427-024

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 Glenn Howard and Mary Howard his wife

justly indebted upon one (1) real estate 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 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.

IN THE EVENT of failure to insure, or pay taxes or assessments, or discharge or pay taxes on any lot or lots abutting said premises, any all 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 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 unpaid 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 term.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of said company in connection with the foreclosure hereon, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges and all expenses of preparing or completing at Court showing the whole title of said premises, including foreclosing 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 added as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decided or not, shall not be stayed or not a release thereof given, until all such expenses and disbursements and the costs of such proceedings have been paid. The grantor, his heirs, executors, administrators and assigns of said grantor shall have no right to the proceeds of any sale or income from said premises, including such proceeds, proceeds and interest, 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 of 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 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 Receiver 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 charge.

Witness the hand and seal of the grantor the [Signatures of Glenn Howard and Mary Howard] A. D. 19 84

8557353

UNOFFICIAL COPY

Bus. No. 146

Trust Deed

Mar & Mary Howard
4626 S. Grand

Chicago, Ill. 60653
TO

DENNIS S. KANARA, Trustee
State Street
Spom. Center
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

COPY Construction Corp.
6316 N. Cicero Ave.
Chicago, Ill. 60646

Alex Eisenberg
J&E TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657
312.525.2180

11.00

Property of Cook County Clerk's Office

-86-557353

DEPT-01 RECORDING \$11.00
14444 TRAN 0383 11/84/84 10:28:00
#1922 & D * 04-557353
COOK COUNTY RECORDER

85557353

I, Alex Eisenberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Glenn Howard and Mary Howard, his wife, 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 they signed, sealed and delivered the said instrument to me and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Witness my hand and Notarial Seal, this 11th day of November, 1984.

Notary Public

State of Illinois }
County of Cook }