

# UNOFFICIAL COPY

86619926

SLOT 50835

This Indenture, WITNESSETH, that the Grantor,

WADSWORTH V. JONES and MARCIA A. JONES

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

for and in consideration of the sum of Four thousand seventy five and 56/100 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 12 IN FISHERS AND MILLERS SECOND ADDITION TO WEST AUBURN, BEING A SUBDIVISION OF BLOCK 23 IN THE SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 38, NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 99 FEET THEREBY), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7734 S. ABERDEEN

P.I.N. 20-29-417-030 GEC,

## THIS IS A JUNIOR MORTGAGE

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 WADSWORTH V. JONES & MARCIA A. JONES HIS WIFE

justly indebted upon one rated residential contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$113.21 each until paid in full, payable to

WIEBOLDT'S HOME IMPROVEMENT DIVISION NO. 1 ASSIGNED  
TO LAKEVIEW BANK

The Grantor, covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, at stated time or have same suspended, or according to 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 no 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 be so destroyed or damaged, 4. that while said premises shall not be permitted to suffer, 5. to keep all buildings now or at any time on said premises insured to compensate the lessor to the trustee herein, who is hereby authorized to place such insurance on companies acceptable to the holder of said first mortgage indebtedness, with loss clause attached, payable to the first trustee of Mortgage, and second, to the trustee herein as their interests may appear, which premium shall be set and remitted to the said Mortgagees of Mortgage, and the indebtedness is fully paid, 6. to pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable.

In case of failure to insure, or pay taxes or assessments, or the prior indebtedness, or the interest thereon, when due, the trustee, as the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge any part thereof, at the rate of cost adding plus fifteen per centum, and the expenses of service, and he shall be entitled to deduct from the date of payment of services performed, plus fifteen additional per centum, the amount so expended.

In case of a breach of any of the aforesaid covenants or agreements the holder of said indebtedness, the holder principal and all other persons shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and will collect the same 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 been incurred in express terms.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of himself or his heirs in connection with the trustee are to be paid — including the reasonable attorney fees, outlays for documentary evidence, recorder's charges, cost of preparation of contracts and abstract showing the whole title of said property, or recording documents, — shall be paid by the grantor, and the like expenses and disbursements incurred in the suit or proceeding before the trustee or any holder of any part of said indebtedness, as much, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional, but unpaid, part of said premises, shall be liable to sue and recovered in any action that may be rendered in such foreclosures proceedings, which proceed, if either party of wife shall have been estranged or dead, shall act as trustee, and a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney fees have been paid. The grantor, and his wife, executors, administrators and assigns of said grantor, shall have all right to the possession of the income from said premises, pending such action or proceeding, and agree 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 claimant under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, charges and profits of the said premises.

In case of the death, removal or absence from said

Cook

County of the grantor, or of the refusal to fulfill to him, the

Thomas F. Bussey

of said County is hereby appointed to be first successor to 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 to this trust. And when all the aforesaid covenants and agreements are performed, the grantor to the successive trustee, shall release said premises to the party entitled, or receiving his reasonable charges.

Witness the hand and seal of the grantor, this 21st day of November 1923, A.D. 1923

WADSWORTH V. JONES

MARCI A. JONES

SEAL

SEAL

SEAL

86619926

Box No. . . . 144

# Trust Deed

# UNOFFICIAL COPY

Wadsworth & Mancuso, Inc.  
773-530-0000  
Chicago, IL 60602

DENNIS S. KANARA, Trustee

Lakeview Bank  
3201 N. Ashland  
Chicago, IL 60657  
Dobroff #1  
John J. Smutacky  
Duccio De Cicco  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/625-2180

THIS INSTRUMENT WAS PREPARED BY:

611-00  
DEPT-Q1 RECORDING  
#18444 TREA 1025 12/26/86 14:42:00  
#18497 # 12 # 86-6-19926  
COOK COUNTY RECORDER



At Cook County Clerk's Office May 31, 1987

Seal

day of May, under my hand and Notarial Seal this 31 day of May, 1987.

I, Elsie M. Jones, wife of Mark A. Jones, personally known to me to be the same person, whose name is Elsie M. Jones, subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that the signature, sealed and delivered the said instrument, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, Elsie M. Jones, wife of Mark A. Jones, a Notary Public in and for said County, in the State of Illinois, do certify certify that that Elsie M. Jones, wife of Mark A. Jones, personally known to me to be the same person, whose name is Elsie M. Jones, subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that the signature, sealed and delivered the said instrument, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }  
County of Cook }  
} 55 }