

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor EARL & SAVANNAH SMITH, HIS WIFE
AKA SAVANNAH BEANING

of the CITY of BELLWOOD County of COOK and State of ILLINOIS
for and in consideration of the sum of FIVE THOUSAND TWO HUNDRED FIFTY THREE & 00/100 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the 914 of BELLWOOD County of COOK and State of Illinois, to-wit:

LOT 20 AND THE SOUTH 10 FEET OF LOT 21 IN SECTORS
AKA EASTERN AVE SUBDIVISION OF LOT 1 IN THE SUBDIVISION
OF THE ESTATE OF GEORGE GUS IN THE NORTHWEST 1/4 OF
SECTION 9 TOWNSHIP 39 NORTH RANGE 17 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
COMMONLY KNOWN AS 128 EASTERN ST. BELLWOOD
PIN 15-07-107-132 & 133
21 + 20 DEED 00

Hereby releasing and waiving all rights under and in virtue of the highest exempt 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 EARL & SAVANNAH SMITH, HIS WIFE AKA SAVANNAH BEANING

justly indebted upon one real estate installment bearing even date herewith, providing for 60
installments of principal and interest in the amount of \$ 50,000.00 each until paid in full, payable to
THE EDWAY LUMBER & CONSTRUCTION ASSIGNED TO SAVANNAH TRUST A LAING & CO

THIS IS A MORTGAGE

THE GRANTOR covenants and agrees 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 upon said premises, and on demand to rebuild or repair (3) 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, or that waste or said premises shall not be committed or suffered; 5. to keep all buildings now or at any time on said premises insured in companies acceptable to the Trustee in Mortgage, and 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 in Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee of 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 to insure, or pay taxes or assessments, or the price and expenses of the first mortgage, when due, the trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase or hold, or in the event of default, may sell, or grant, or mortgage, and the interest thereon from time to time; and all money so paid, the grantor agrees to repay immediately, without demand, and the same will bear interest 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, as to the principal and all such interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and a full interest thereon from time to time in each month, at seven per cent, per annum, and the recovery by foreclosure thereof, or by writ of law, or both, the same as if all of said indebtedness had then matured and due.
It is AGREED by the grantor that all expenses and disbursements paid or incurred in the prosecution of any suit or proceeding, whether in law or equity, in connection with the foreclosure of said mortgage, or the execution of any decree or order, or the sale of said premises, or the collection of any debt or the enforcement of any decree or order, or the sale of said premises, or the collection of any debt or the enforcement of any decree or order, shall be paid by the grantor, and the like expenses and disbursements incurred in any suit or proceeding where in the trustee or any holder 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 in law or equity, shall have been entered or mat, shall be so much additional indebtedness secured hereby, until all such expenses and disbursements, and the costs of suit, including auctioneer's 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 of, and income from, said premises pending such foreclosure proceedings, 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 claiming under said grantor, appoint a receiver to take possession and 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 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 trustee or his successor in trust shall reconvey said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 25th day of JUNE, A. D. 19 87

Earl Smith & Savannah Smith SEAL:
Dennis S. Kanara SEAL:
AKA SAVANNAH BEANING SEAL:
SEAL:

87-175458

UNOFFICIAL COPY

Box No. 146

Trust Deed

*Call Spanish Smith
128 East 5th St
Berlin, Pa. 60104*

DENNIS S. KANARA, Trustee

DATE

CHICAGO, ILL.

THIS INSTRUMENT WAS PREPARED BY:

THURSDAY LINDER

6190 N. Lincoln

CHICAGO, ILL. 60659

LAKE VIEW TRUST AND SAVINGS BANK

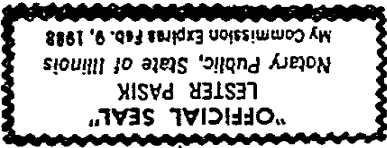
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657

312/525 2180



Property of Cook County Clerk's Office
-87-475858

DEF-01 RECORDING 212.00
#1033 # D 91-017-170395
COOK COUNTY RECORDER



87475858

I, *Lester Pasik*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *STANNA B. SMITH & WIFE* personally known to me to be the same person whose name *ALICE* 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~~ *free* and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I, under my hand and Notarial Seal, this *6-2-80* A. D. 19*80* day of *June*.

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor EARL + SARANNAH TRITTY, HIS WIFE

of the City of BELLWOOD County of Cook and State of ILLINOIS for and in consideration of the sum of FIVE THOUSAND TWO HUNDRED FIFTY THREE & 00/100 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 BELLWOOD County of Cook and State of Illinois, to-wit:

LOT 20 AND THE SOUTH 10 FEET OF LOT 21 IN ST. CHARLES AND ERIEN AVE SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THE ESTATE OF GEORGE GIES IN THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP 39 NORTH RANGE 17 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMENCE AT CORNER AS 158 EASTERN ST. BELLWOOD ILL. PIN 15-05-107-132 & 133 21 + 20 DEED 00

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 EARL + SARANNAH TRITTY, HIS WIFE F/H/S SARANNAH TRITTY justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 17.55 each until paid in full, payable to THREFTWAY LUMBER & CONSTRUCTION assigned to SARANNAH TRUST Lending Corp

THIS IS A LIMITED POWER OF ATTORNEY

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, in full 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 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 buildings now or at any time on said premises insured in compliance with the policy of the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the same attached to this Trust, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid. 6. To pay all prior encumbrances, 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 prior encumbrances of the interest thereon when due, the Trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or other lien affecting said premises, and the grantor shall reimburse the Trustee and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately in full to the Trustee and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured herein. In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including interest and other charges, shall be due at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time thereafter, at seven per cent per annum, and the mortgagee or foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured in express terms. It is Agreed by the grantor that all expenses and disbursements paid or incurred, in the prosecution of a claim in connection with the foreclosing of said indebtedness, and in the reasonable solution fees, outlays for documentary evidence, stamp paper's charges, cost of preparing and filing abstract showing the whole title of said premises, and costs of recording same, shall be paid by the grantor, and the like expenses and disbursements, as incurred by 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, and the same as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether a decree of sale shall have been entered or not, shall not be stayed or otherwise hindered, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and the heirs, executors, administrators and assigns of said grantor, do hereby waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and they do hereby 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 of 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 like cause said first successor fail or refuse to act, the person who shall then be the attorney at law 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 25th day of June A. D. 19 87

Handwritten signatures and seals of the grantors: EARL + SARANNAH TRITTY, HIS WIFE

87-175958

UNOFFICIAL COPY

Box No. 146

Trust Deed

6
CALLE SERRAVALLO SMITH
128 EASTERN ST
BETHLEHEM, IL 60104

TO
DENNIS S. KANARA, Trustee

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657

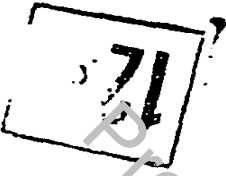
THIS INSTRUMENT WAS PREPARED BY:

THEIRBYAY LIMMER

6140 N. Ardmore

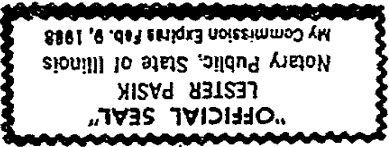
CHICAGO, IL 60659

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180



87-475858

Property of Cook County Clerk's Office



87475858

DEF-01 RECORDING
1#4444 FROM 1984 05/28/87 13:04:00
#1233 # D * 012 * 17 02:58
COOK COUNTY RECORDER

I, *Lester Pasik*
Notary Public in and for said County, in the State aforesaid, do hereby certify that *STAVANA B. SINGH & WIFE*
STAVANA B. SINGH & WIFE
personally known to me to be the same person whose name
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.
Given under my hand and Notarial Seal, this *6-25* day of *June*, A. D. 19*84*