

# UNOFFICIAL COPY

36-53003

87-175899

This Indenture, WITNESSETH, That the Grantor

JAMES AND MARY WILLARD (MARRIED TO EACH OTHER)

of the CITY of CHICAGO, County of COOK and State of ILLINOIS  
for and in consideration of the sum of TWENTY FOUR HUNDRED SEVENTY FIVE DOLLARS \$2475.00 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 44 AND SOUTH 3 FEET OF LOT 45 IN BLOCK 5 IN ENGLEWOOD ON THE HILL, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH RANGE 14

LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILL.

COMMONLY KNOWN AS 6267 S. WOOD ST.

PERMANENT TAX NO: 20-18-428-002 HCO ALL

Hereby releasing and waiving all rights under and benefit 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

Witness, The Grantors JAMES WILLARD & MARY WILLARD HIS WIFE

justly indebted upon one year installment contract bearing even late hereon, providing for 36 installments of principal and interest in the amount of \$68.45 each until paid in full, payable to

A ACTION BUILDERS, 10418 S. WESTERN, CHICAGO, ILL. ASSIGNED TO LEE

## THIS IS A MORTGAGE DOCUMENT

**THE GRANTOR COVENANTS AND AGREES** as follows: 1. To pay said indebtedness and the interest thereon as herein and in each note provided, or according to any agreement extending time of payment, 2. To pay prior to the first day of each year all taxes and assessments upon said premises, and on demand to execute receipts therefor, 3. Within sixty days after destruction or damage by fire or other cause all buildings or improvements on said premises that may have been destroyed or damaged, 4. That while said premises shall not be committed or suffered, 5. To keep and maintain now or at any time on said premises included in this mortgage document, a fire insurance policy to be placed by the grantor herein, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with no clause attached 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 until the indebtedness is fully paid, 6. To pay all other income taxes, and the interest thereon, at the time or times when the same shall become due and payable, 7. In the event of failure so to insure, or pay such taxes or assessments, or discharge or purchase any lien or other affecting said premises, the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or other affecting said premises, 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 be repaid hereon from the date of payment at seven per cent, per annum, and all such additional indebtedness secured hereby, 8. 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 demand, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if an actual indebtedness had been incurred by express contract, 9. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of mortgagee in connection with the foreclosing proceedings, including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of preparing or recording abstract showing the whole title of said premises, including said indebtedness, as well as 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 proceedings, whether decree of sale shall have been entered for or not, shall not be disturbed, nor a release beyond ground, until all such expenses and disbursements, and the costs of suit, including attorney fees have been paid. The grantor, his said grantor, and his 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 grantor, or of his executor or failure to act, then Thomas F. Bussey, if 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand and seal of the grantor, this 20 day of JUNE, A. D. 19 87

X James Willard  
X Mary Willard

87-175899

UNOFFICIAL COPY

Box No. 146

# Trust Deed

JAMES F. HART & MARY WILLARD  
6630 S. PLOPPS  
CHICAGO, ILL. 60637

TO  
DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS BANK  
2201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60607

THIS INSTRUMENT WAS PREPARED BY:

*ANITA D. STARS*  
10918 S. AUSTIN RD  
CHICAGO, ILL. 60643  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILL. 60667  
312/525-2180



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PROPERTY OF COOK COUNTY CLERK'S OFFICE

87475899

I, CHARLES F. O'HARA SR.  
County of Cook Illinois } 55.  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES F. HART & MARY WILLARD  
(MARRIED TO EACH OTHER)  
personally known to me to be the same person James 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 his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead  
Shurt under my hand and Notarial Seal, this 12 day of APRIL A. D. 19 87

*Charles F. O'Hara Sr.*