

# UNOFFICIAL COPY

36-53388

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This Indenture, WITNESSETH, That the Grantor Roosevelt Kitt and wife Fannie Kitt as Joint Tenants

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Six Hundred Sixty Two & 80/100 Dollars in hand paid, CONVEY AND WARRANT unto 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 6 and the West 1/2 of Lot 5 in Subdivision of Lot 63 (except the Railroad) in School Trustee's Subdivision of Section 16, Township 37 North, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

COMMONLY KNOWN AS: 213 West 110th Pl., Chicago  
PERMANENT TAX NO: 25-16-428-016,040

LOT 6  
LOT 5  
#10

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 Roosevelt Kitt and wife Fannie Kitt as Joint Tenants justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 94.38 each until paid in full, payable to Cory Construction Corp. Assigned to Lake View Trust & Savings

**THIS IS A SENIOR MORTGAGE**

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THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, and on 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 cash all receipts therefor, 3. Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that have been destroyed or damaged, 4. That waste on said premises shall not be committed or suffered, 5. To keep all buildings now or at any time on said premises, and in no event to be neglected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, which insurance shall be payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be for the full term of the first Mortgage or the term of the said indebtedness, and 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 discharge or purchase any title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees 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 foregoing 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 if all of said indebtedness had then matured to its term.  
IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of commitment in connection with the foregoing, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a contract showing the whole title of said premises, including foreclosure decrees, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or 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, and any additional lien upon said premises, shall be paid 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor, the said grantor, 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 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 to 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 grantor 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 11 day of June A. D. 1987  
Roosevelt Kitt SEAL  
Fannie Kitt SEAL  
SEAL  
SEAL

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Box No. 146

# Trust Deed

ROSEVELT F. FANNIE KITT  
213 W. 110th St.  
Chicago, IL 60628  
TO

DENNIS S. KANARA, Trustee  
LAKE VIEW TRUST & SAVINGS BANK  
3301 NO. ASHLAND AVE.  
CHICAGO, ILLINOIS 60646

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.  
6316 N. Cicero Ave.  
Chicago, IL 60646  
ALEX FEIBER AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180



-87-475910

REC-01 - ENGLISH \$12.50  
167944 - TRUST DEED 02/23/87 12:19:00  
#1998 B.D. # 87-475910  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

I, Alex Eisenberg  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROSEVELT FANNIE KITT and  
wife FANNIE KITT as joint tenants  
personally known to me to be the same person S. whose name S. subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument  
as she freely and voluntarily did, 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 June, A. D. 1987

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