

87475959

36-53640

This Indenture, WITNESSETH, That the Grantor Gregory W. Lewis & Tahaya J. Lewis, his wife (J)

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Eight thousand seven hundred thirty five & 16/100 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: 4125 S. Vanderpool Chicago, Ill Lot 5 in Library Homes Subdivision of the North 1/2 of Lot 12 (Except the South 49 feet thereof) and of Lots 13 and 14 in Longwood in the South East 1/4 of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. PIN# 25-06442-009 HLO

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 Gregory W. Lewis & Tahaya J. Lewis, his wife (J)

justly indebted upon one real estate contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 107.99 each until paid in full payable to Lakeview Trust & Savings Bank ASSIGNED FROM ACE CHICAGO HEATING

THIS IS A JUDICIAL PROCEEDING

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein provided, and in said order 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 on said premises that may have been levied or assessed on said premises that may be committed or suffered. 3. To keep all buildings now or at any time on said premises, including improvements thereon, in good repair and to cause the same to be repaired and to place such insurance on companies acceptable to the order of the first mortgagee, individually, with the clause attached payable for 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. 4. 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 prior incumbrances or 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 lien or other first lien on said premises or pay a lien on said premises and the interest thereon from time to time, and all moneys 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 herein. IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, shall be due 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, to be retained in full foreclosure thereof, as 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 regard to any part in connection with the foreclosure of said indebtedness, including reasonable attorneys fees, outlays for documentary evidence, depository's charges, cost of procuring or preparing abstract showing the whole title of said premises with an appropriate decree - 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 shall be an and shall be an lien upon said premises, shall be tax and included in any decree that may be rendered in said foreclosure proceeding, which proceeds, whether before or after the date of such foreclosure, shall be a lien in priority to any release or release bond given, until all such expenses and disbursements, and the costs of suit, the filing of which has been paid. The grantor, his executors, administrators, assigns, heirs, assigns, administrators and assigns of said grantor, shall grant to the possessor of said income from, said premises pending said foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Debt, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party entitled under said contract, appoint a receiver to take possession of and 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 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 to receiving his reasonable charge

Witness the hand and seal of the grantor this 12 day of June A. D. 19 87

Gregory W. Lewis SEAL
Tahaya J. Lewis SEAL
SEAL
SEAL

87475959

UNOFFICIAL COPY

Box No. 14c

# Trust Deed

*Wesley S. Thayer, Trustee*  
*Wesley S. Thayer, Trustee*  
*Chicago, IL 60620*

TO  
DENNIS S. KANARA, Trustee  
LAKE VIEW TRUST & SAVINGS BANK  
3201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:  
*Age Chicago Heating*  
*1821 N. CECILIA RD.*  
*CHICAGO IL 60608*  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

12<sup>00</sup>

87-475959

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE  
#1338 # 57 - 21 - 215959  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
\$12.00

87-475959

Notary Public

*Wesley S. Thayer*

Given under my hand and Notarial Seal, this 12 day of June A. D. 19 87

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 he signed, sealed and delivered the said instrument as ~~their~~ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

I, *Wesley S. Thayer*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Wesley S. Thayer, Trustee* and *Dennis S. Kanara, Trustee*

State of Illinois }  
County of Cook } 55