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36-53652

87475970

This Indenture, WITNESSETH, That the Grantor Moses King and Gwendolyn King, his wife

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

for and in consideration of the sum of Six Thousand Nine HUndred and 60/100---------- 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, air and plumbing apparatus and fixtures, and everything 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:

Lots 22 and 23 in Block 1 in Home Builder's Addition to Fernwood, a Subdivision of the East 1/2 of Lot 4 (except the South 15 Acres thereof) of the East 1/2 of Lot 5 in the School Trustee's Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 25-16-103-019 ~ LOT-22
25-16-103-020 ~ LOT-23

Commonly Known As: 10341 S. Lowe, Chicago, Illinois.

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 Grantors Moses King and Gwendolyn King, his wife

justly indebted upon one retail installment contract bearing even date herewith, payable in 60 installments of principal and interest in the amount of $ 116.01 each until paid in full, payable to

Chicago Lumber and Construction and assigned to Lakeview Trust and Savings Bank.

THIS IS A JUNIOR MORTGAGE

THE GRANTOR covenant and agree 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 and all prior encumbrances, and interest thereon, before the same become delinquent; 3. within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may be destroyed or damaged; 4. that waste to said premises shall not be committed or suffered; 5. to keep said premises in good repair, and not to remove or demolish any building thereon; 6. to keep all buildings now or at any time on said premises insured against loss by fire, lightning and windstorm under policies providing for payment of the loss to the holders of the first mortgage or trust deed, as their interests may appear, and to deliver to the Trustee or to the said Mortgagee or Trustee in first mortgage or trust deed, such policies, with loss payable clauses attached, and 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or any part thereof, or release any premises sold for unpaid taxes or assessments, and the interest thereon from time to time, and all money so paid, the grantee agree 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 aforesaid covenants or agreements the whole of said indebtedness, principal and interest, shall at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon 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 by express terms.

IT IS AGREED by the grantor that all expenses and disbursements, paid or incurred in behalf of plaintiff in connection with the preparation for the commencement of any suit for the foreclosure hereof, after accrual of said right to foreclose whether decree of foreclosure has been entered or not, shall be paid by the grantor, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree — shall be paid by the grantor, and the like expenses and disbursements, occasioned by any such suit or proceeding wherein the grantee 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 additional indebtedness secured hereby, and shall be allowed and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of foreclosure 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 attorney's fees, have been paid. The grantor and the said grantee and the heirs, executors, administrators and assigns of said grantor, waive all rights 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 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 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 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 20th day of June A. D. 1987

Moses King SEAL
Gwen King SEAL
Gwendolyn King SEAL
SEAL

87475970

Property of Cook County Clerk's Office

State of Illinois
County of Cook } ss.

I, SHELLY BERKOWITZ
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that
MOSES KING AND GWENDOLYN KING, HIS WIFE
personally known to me to be the same persons whose name ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as THEY 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 20TH day of JUNE A. D. 1987.

Shelly Berkowitz
Notary Public

"OFFICIAL SEAL"
SHELLY BERKOWITZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/22/90

87475970

DEPT-01 RECORDING $13.00
T#0444 TRAN 1441 06/30/87 13:30:00
#1397 # D *-87-475970
COOK COUNTY RECORDER

-87-475970

12 00

Box No. 146

Trust Deed

MOSES & GWENDOLYN KING
10341 S. LOWE
CHICAGO, IL 60628

TO

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

THIS INSTRUMENT WAS PREPARED BY:
Chicago Lawyers Assist
2344 N. Clybourn
Chgo Il. 60639

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

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