

UNOFFICIAL COPY

36-53783

87510264

This Indenture, WITNESSETH, That the Grantor Donald L. Nix ^{MAILED TO} Phyllis Nix (his wife) and Celestine Foster.

of the City Matteson County of Cook and State of Illinois

for and in consideration of the sum of Eight Thousand, Nine Hundred, Fifty-four & 40/100 Dollars in hand paid, CONVEY AND WARRANT to DENNIS S. KANARA, Trustee

of the City 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 Matteson County of Cook and State of Illinois, to-wit: Lot 745 in Woodgate Green Unit No. 6, being a subdivision of part of the North East 1/4 of Section 17 and part of the North West 1/4 of the North West 1/4 of Section 16, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent tax number: 31-17-215-010 TP A D O Community No. 8810 Woodgate Pl. Matteson, Ill.

THIS IS A JUNIOR MORTGAGE

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 Donald L. Nix Phyllis Nix and Celestine Foster

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 119.24 each until paid in full, payable to

Better Built Remodeling Inc. Assign to Lakeview Trust and Savings Bank

THE GRANTORS 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 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 on said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby 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 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable, (7) to pay all taxes or assessments, or the prior incumbrances or the interest thereon when due, to the grantee or the holder of said indebtedness, and to procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay any prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor 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, including principal and all interest thereon, 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 by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure hereof - including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or tracing foreclosure decree - shall be paid by the grantor and the like expenses and disbursements, occasioned by any 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 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 or not, shall not be stayed, nor a release heard given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, by said grantor, and for his heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending with the said 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 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 24th day of June A.D. 19 87

Signatures of Donald L. Nix, Phyllis Nix, and Celestine Foster with seals.

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Box No. 14

Trust deed

Dennis S. Kanara, Trustee
Ceres Trust FASIT
5810 LAGOON BLVD
MATTESON ILL 60443

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

THIS INSTRUMENT WAS PREPARED BY:

Letter Built
SARIS W. FULLERTON
CHgo IL 60635
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

12.00

DEPT-01 RECORDING \$12.00
TR4444 TRAN 0254 09/17/87 15:48:00
#4997 # D * -07-510264
COOK COUNTY RECORDER

Property of Cook County Clerk's Office
87510264

My Commission Expires April 3, 1990

I, Boyan R. Kmysik
Notary Public in and for said County, in the State of Illinois, do hereby certify that Dennis S. Kanara and Ceres Trust FASIT 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 they signed, sealed and delivered the said instrument to me, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I am under my hand and Notarial Seal, this 29th day of April, A. D. 19 87.

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