

THIS IS A JUNIOR MORTGAGE

36-5/1009

87510277

This Indenture, WITNESSETH, That the Grantor  
J. B. L. Anderson & Nancy M. Anderson His Wife

of the 17<sup>th</sup> of August County of Cook and State of Illinois  
for and in consideration of the sum of THIRTY SEVEN HUNDRED & 00/100 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:

Lot 12 IN Block 13 IN MAMERDOW'S  
BOULEVARD ADDITION TO IRVING PARK IN SECTION  
14 Township 40 NORTH, RANGE 13 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Concededly Bldg. No. 41-30 N. ST. LOUIS CHGO  
P.N. 13-14-417-033 GAO M

15 00

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 PERMIT NANCY ANDERSON, HIS WIFE

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 36  
Installments of principal and interest in the amount of \$ 4100.34 each until paid in full, payable to  
THIRTY LUMBER ASSIGNED TO LAKEVIEW TRUST SAVINGS BANK

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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 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 (new or at any time on said premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance acceptable to the holder of the first mortgage indebtedness, with loss clause attached as a first lien, 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.  
IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or file 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 aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned 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 by express term.  
It is covenanted by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or preparing for foreclosure 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 additional lien upon said premises, shall be added as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dissolved, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 grantor, or of his refusal or failure to act, then

Thomas F. Bussay 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 first 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 17<sup>th</sup> day of August A. D. 1907

J. B. L. Anderson (SEAL)  
Nancy M. Anderson (SEAL)

87510277

UNOFFICIAL COPY

Box No. 146

# Trust deed

Robert Anthony Anderson  
4130 N. St Louis  
Chicago, IL 60614  
TO

DENNIS S. KANARA, Trustee  
FIRST VETERAN TRUST & SAVINGS BANK  
5201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

THEIRY & WARRER  
5757 N. KIMCOCK  
CHICAGO IL 60655  
LANE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

1200

DEPT-01 RECORDING \$12.00  
TR4444 TRAN 2254 09/17/87 15:50:00  
#7009 # D \* 57 510276  
COOK COUNTY RECORDER

87510276

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I, Ermy A. Weller, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Anderson + Ermy Anderson (Manager to each other) 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 Trustee and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead 12/1 day of 12/1 1987 under my hand and official seal, this 12/1 day of 12/1 1987.

Notary Public