

UNOFFICIAL COPY

THIS IS A JUNIOR MORTGAGE

30-51009

87510277

This Indenture, WITNESSETH, That the Grantor
J. ELLIOTT ANDERSON, and Nancy M. ANDERSON, His Wife

of the 1st day of August, County of Cook, and State of Illinois, for and in consideration of the sum of Thirty-\$14, HundreD, Fourteen & 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 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:

Lot 17 IN BLOCK 13 IN MANCHELLO'S
BOULEVARD ADDITION TO IRVING PARK IN SECTION
14 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE
TRENT PINE-PAL METROPOLIS, IN COOK COUNTY, ILLINOIS

Conveyed by Deed #415-417-033 GAO m.

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 J. Elliott Anderson, His Wife,

justly indebted upon One retail installment contract bearing even date herewith, providing for 3% installments of principal and interest in the amount of \$100.39, each until paid in full, payable to

TRENT PINE LUMBER ASSIGNED TO LAKEVIEW TRUST & SAVINGS BANK

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The Grantor covenant and agree as follows: (1) To pay and indebtedness, and the interest thereon, accrued and in arrears 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 receipte 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 to said premises shall be removed, or repaired, or otherwise remedied at the expense of the grantor, (5) to pay all taxes and assessments due and payable to the collector of taxes, or to the tax assessor, in place such taxes and assessments as to the holder of the first mortgage indebtedness, with interest thereon attached, at a rate of six percent per annum, to the first Trustee of Mortgagors or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to make, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or any prior encumbrances 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 accrued from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby.

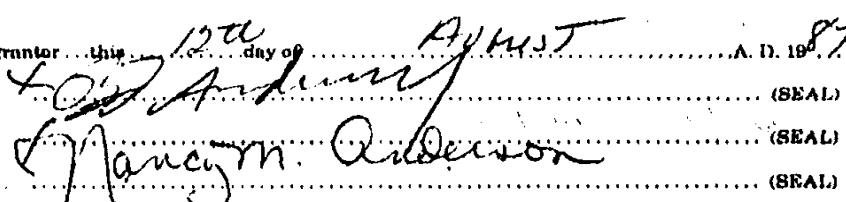
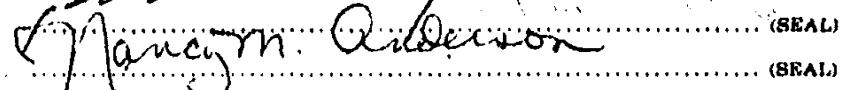
In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, 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 by express terms.

It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure thereof, 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 proving 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 a right in said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be paid up on sale or redemption of the same, as well as paid and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be disputed, nor a separate bill brought and recovered for same, and the same, including attorney's fees for having paid. The grantor, for said grantor, and for the holder of the same, shall be liable for all costs, attorney's fees and expenses 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 or charge of said premises with power to collect the rents, issues and profits of said premises.

In the event of the death, removal or absence from said 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 charge.

Witness the hand and seal of the grantor this 1st day of August, A. D. 19⁸⁷.


(SEAL)

(SEAL)

(SEAL)

