

# UNOFFICIAL COPY

87510298 30-54034  
THIS IS A JUNIOR MORTGAGE

This Indenture, WITNESSETH, That the Grantor  
ALBERT RICE, UNMARRIED

of the City of Chicago, County of Cook, and State of Illinois,  
for and in consideration of the sum of nine thousand seven hundred twenty eight 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 7 in Block 7 in South Jackson Park  
Subdivision of the Northwest 1/4  
of Section 24 Township 38 North  
Range 14, lying in the third principal  
meridian of Cook County, Illinois,  
commonly known as 88-18 South Highland  
P.M.A. 20-24-310-016 TP E.G.O.

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 ALBERT RICE, UNMARRIED,  
justly indebted upon one return/Installment contract bearing even date herewith, providing for 60  
installments of principal and interest in the amount of \$162 each until paid in full, payable to  
ALL STATE CONSTRUCTION CO ASSIGNED TO  
LAKEVIEW BANK

87510298

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said note provided, or according to any agreement standing 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, 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; (3) that waste to said premises shall not be committed or suffered; (4) to keep all buildings now or at any time on said premises insured in company 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 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 Mortgagor or Trustee until the indebtedness is fully paid; (5) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

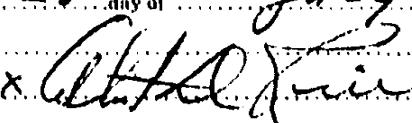
In the event of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or 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 case 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.

In witness whereof the grantor, that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure, removal, including reasonable solicitors fees, outlet for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, advertising, foreclosure decree - shall be paid by the grantor, and all such expenses and disbursements, incurred 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 item upon said premises, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceeding, whether decree for sale shall have been entered or not, shall not be discharged, nor a release thereof given, until all such expenses and disbursements, including solicitors fees have been paid. The grantor, for said grantor, and for his heirs, executors, administrators and assigns of said grantor, waives all right to the prosecution of, and income from, said premises during such foreclosure proceeding, if any, or, 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 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 29 day of July A.D. 1987



(SEAL)

(SEAL)

(SEAL)

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Box No. 146

Ernest Read

Mr. Dect. Rice  
61-5 J. Riddell and  
Chas. H. Cole

DENNIS S. KANAHA, Trustee

DENNIS S. KANNAH, Trustee  
THE VIEW TRUST & SAVINGS BANK  
3201 NO. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

Alberici Construction  
4906 N. MILWAUKEE  
CHICAGO ILLINOIS  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILLINOIS  
312-525-2180

THIS INSTRUMENT WAS PREPARED BY:

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DEPT 01 RECORDING \$12.00  
TH9494 TRAN 2254 09/17/87 15:53:08  
#7631 # D #--07-510298  
COOK COUNTY RECORDER

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performed usually known to me to be the same person - whose name.....understanded to be progressing

~~97540298~~

I, Leeann Lee Ayer, in my Notary Public license number N-123456789, in the State of Oregon, do hereby certify that

State at Illinois  
Community of Cook  
{ Illinoian