

UNOFFICIAL COPY

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36-54073

THIS IS A JUNIOR MORTGAGE

This Indenture, WITNESSETH, That the Grantor Earl G. Bassett, and
Betty R. Bassett, His Wife,

of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of THREE THOUSAND THIRTY FIVE - 40/100 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:

South 9 feet of Lot 45 and Lot 44 (except the South 5 feet thereof) in
Block 2 in E.S. Kirkland's Subdivision of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$
of the Northwest $\frac{1}{4}$ of Section 20, Township 38 North, Range 14,
Lying East of the Third Principal Meridian, in Cook County, Illinois.

Document No. 2706622 Permanent Tax No. 20-20-118-018 all
Property commonly known as: 6606 S. Bishop Chicago, IL 60636

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 Earl G. Bassett, and Betty R. Bassett, His Wife,
justly indebted upon one retail installment contract bearing even date herewith, providing for 60
installments of principal and interest in the amount of \$ 50.50 each until paid in full, payable to
Lake View Bank, ASSIGNED FROM SAINT CO. DBA GOLDBLATT'S FINED DIV.
3201 N. Ashland Ave.
Chicago, IL 60657

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 to 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 Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior imbecilities, 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 imbecilities 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 other imbecilities 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 percent per annum, shall be so much additional indebtedness accrued hereby.

In the Event of a breach of any of the above 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 or sale of the above premises, the same as if all 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 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 embracing 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 fixed 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 on, shall not be dissolved, nor a release 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/or the heirs, executors, administrators and assigns 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 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 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 hands and seals of the grantors this 26th day of May, A.D. 19 87.

X Betty R. Bassett
X Earl G. Bassett

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Box No. 146

Trust Deed

UNOFFICIAL COPY

BETTY R. DAVID FELD
666 S. BISHOP
CHICAGO, IL 60636

TO

DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS BANK
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

SURVEY CO. OF CHICAGO
1881 N. MARO
CHICAGO, IL 60614
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657

12.00

COOK COUNTY RECORDER
#9968 # D 4-B7-524284
TMAA4 TRAN 2421 09/28/87 09:18:00
DEPT-01 RECORDING \$12.00

NOTARY PUBLIC, STATE OF ILLINOIS
R. DAVID FELD
OFFICIAL SEAL
My Commission Expires 6/23/91

Notary Public

day of May, A.D. 19, 1987.

Witness under my hand and Notarial Seal, this twenty-sixth (26th) day of May,

I, R. DAVID FELD, free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, as to the above instrument, appeared before me this day in person, and acknowledged that the aforesaid, released and delivered the seal instrument

personally known to me to be the same persons, whose names are subscribed to the foregoing instrument,

I, R. DAVID FELD, Basset, H. J. Wilf, Betty R., Bassett, H. J. Wilf, a Notary Public in and for said County, in the State aforesaid, do certify certify that Bart G. Bassett, and

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County of Illinois
State of Illinois
Cook County
} 5th