

36-54079

This Indenture, WITNESSETH, That the Grantor FORREST + BEATRICE HARBOUR, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of SEVEN THOUSAND NINETY EIGHT & 60/100 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 7 IN BLOCK 21 IN SOUTH SIDE OF  
A SUBDIVISION OF THE WEST HALF OF TIDE  
SUBDIVISION QUARTER (EAST STREETS)  
OF SECTION 30, TOWNship 39 NORTH RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS  
COMMONLY KNOWN AS 7722 S. PHILLIPS CHICAGO, ILL.  
PPN-21-30-318-019 TP  
E A 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 FORREST + BEATRICE HARBOUR, 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 \$ 118.31 each until paid in full, payable to  
THIRTY LUMBER ASSIGNED TO

THIS IS A MORTGAGE

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 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 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 so 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 at seven per cent. per annum, shall be so much additional indebtedness incurred 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 accrued 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.  
If an Assaigu 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... including fore-closure decrees... 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 not be dismissed, 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... 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 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 19th day of AUGUST A. D. 19 87  
FORREST HARBOUR (SEAL)  
BEATRICE HARBOUR (SEAL)

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87526856

87526856

UNOFFICIAL COPY

Box No. 146

# Trust Deed

*Robert & Bernice Harboul*  
7722 S. PHILLIPS  
CHICAGO, ILLINOIS 60649

DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS  
3201 NO. ASHLAND AV  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

*THEFTY Address*  
5757 N. Lincoln  
CHICAGO IL 60659  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

12<sup>00</sup>

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00  
144444 TRAN 2431 09/20/87 09:23:00  
#962 # D \* 07-524854  
COOK COUNTY RECORDER

I, *Denise A. Miller*  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
*Robert L. Harboul & Bernice A. Harboul, his wife*  
personally known to me to be the same person whose name is  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument  
as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and Notarial Seal, this *19th* day of *August*, A. D. 19*87*  
Notary Public *Denise A. Miller*

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