

This Indenture, WITNESSETH, That the Grantor

Boye: BABB & VICENTA BABB HIS WIFE

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of ELEVEN THOUSAND ONE HUNDRED NINETY NINE 7/10 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: The North 1/2 of Lot 6 (except that part thereof lying East of a line 50 feet west of and parallel with the East line of Section 28 taken for widening North Ashland Avenue) in the Subdivision of Lot 11 and 12 in Belle Plaines being a Subdivision by the Superior Court of Cook County, Illinois of the South East 1/4 of Section 18, Township 40 North, Range 14 lying East of the 3rd principal Meridian in Cook County, Illinois. Permanent Tax No: 14-18-422-022 HVO M. Commonly known as: 4032 North Ashland

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 Boye BABB & VICENTA BABB 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 \$4186.65 each until paid in full, payable to WILMCO AND REFRIGERATION SUPPLY CO. Assignor to KANARA TRUST. 87548826

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 while 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 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 of title affecting said premises, pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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 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 foregoing, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including 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 paid 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors 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 the use 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 this 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 24 day of August, A. D. 1987

Boye BABB (SEAL) VICENTA BABB (SEAL)

(SEAL) (SEAL)

UNOFFICIAL COPY

Box No. 146

Trust Deed

BOYE & VIGORZA BARS
4832 W. FULLERTON
CHICAGO, ILL. 60641

TO
DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS BANK
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

DANIEL R. MOSELEY
4742 W. PATERSON
CHICAGO IL 60641
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60641
312525-2180

12.00

DEPT-01 RECORDING 12.00
T#0222 TRAM 6486 10/08/87 14:32:00
#4272 # 3 # 87-548826
COOK COUNTY RECORDER

87548826

I, **TERRY DRUMOND**
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that
BOYE & VIGORZA BARS subscribed to the foregoing
 instrument, appeared before me this day in person, and acknowledged that he 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
 (Turn under my hand and Notarial Seal, this **24th** day of **April**, A. D. 19 **87**)
 Notary Public
Terry Drumond

87548826

Property of Cook County Clerk's Office