

This Indenture, WITNESSETH, That the Grantor David Bernstein and Laura Bernstein his wife and Alfred Goetzinger

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Eight Thousand Nine Hundred Fifty Six and 20/100 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 65 in Albert Wisner's Subdivision of the South East 1/4 of the South West 1/4 of the South West 1/4 of Section 20, Township 40 North, Range 14, lying east of the third principle meridian in Cook County, Illinois, Commonly known as 1445 W. Melrose, Chicago, Illinois

Permanent Tax # 11-20-329-005 EDO M.

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Hereby releasing and waiving all rights under and by virtue of the home-stead 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 David Bernstein and Laura Bernstein his wife and Alfred Goetzinger one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 149.27 each until paid in full, payable to Landmark Builders, Inc. assigned to Lakeview Trust and Savings Bank

THIS IS A JUNIOR MORTGAGE

THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, as herein and in said note 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 grantor 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 held 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 insure or pay taxes or assessments, or the grant to incumbrances or the interest thereon when due, the grantor 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 as 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 hereof including reasonable solicitors fees, outlays for documentary evidence, stenographic charges, cost of preparing or completing abstract showing the whole title of said premises embracing first mortgage decrees shall be paid by the grantor and the like expenses and disbursements, as assumed by any suit or proceeding wherein the grantor 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 added 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 solicitor's fees have been paid. The grantor for said grantor and for his 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 12 day of AUGUST A. D. 19 87

(SEAL) David Bernstein
(SEAL) Laura Bernstein
(SEAL) Alfred F. Goetzinger

UNOFFICIAL COPY

Box No. 146

# Trust deed

David and Laura Bernstein  
Alfred Goetzinger  
1445 West Melrose  
Chicago, Illinois

TO

DENNIS S. KANARA, Trustee  
Lakeview Trust and Savings Bank  
3201 North Ashland Avenue  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Landmark Builders, Inc.  
6232 North Pilaski Road  
Chicago, Illinois 60646

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 412.00  
T#0222 TRAN 6486 10/08/87 14:32:00  
#1275 # B \* -87-548829  
COOK COUNTY RECORDER

87548829

State of Illinois }  
County of Cook }

I, Harry Warner

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that David Bernstein and Laura Bernstein his wife and Alfred Goetzinger

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

instrument, appeared before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument

together and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Return under my hand and Notarial Seal, this 12<sup>th</sup> day of August, A. D. 1987

Notary Public  
Harry Warner  
Comm. exp. 11/1/87

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