

This Indenture, WITNESSETH, That the Grantor Calvin Mosley and Carrie Mosley his wife.

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

for and in consideration of the sum of Five Thousand Four Hundred Thirty Two and 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:

Lot 32 in Allerton's Englewood Addition, in the East 1/2 of the South-west 1/4 of Section 19, Township 38 North, Range 14, lying east of the third principle meridian in Cook County, Illinois. Commonly known as 2119 West Marquette Road, Chicago, Illinois

Permanent Fax # 20-19-305-003

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 Calvin Mosley and Carrie Mosley his wife.

justly indebted upon one return installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 90.54 each until paid in full, payable to Landmark Builders, Inc. assigned to Lakeview Trust and Savings Bank

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THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon 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 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 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 insure, or pay taxes or assessments, or the prior incumbrances of 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 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 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 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 taxed 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 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 and 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 grantor 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 2 day of SEPTEMBER, A. D. 1957

Handwritten signatures of Calvin Mosley and Carrie Mosley with (SEAL) markings.

UNOFFICIAL COPY

Box No. 146

Trust Deed

Calvin Mosley and Carrie Mosley
2119 West Marquette Road
Chicago, Illinois 60636

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 Pulaski Road
Chicago, Illinois 60646

LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2190

12-00

DEPT-01 RECORDING \$17.00
T#4444 TRAN 0804 10/21/07 10:28:00
#0065 # D *-87-568037
COOK COUNTY RECORDER

-87-568037

Property of Cook County Clerk's Office

Comm. exp. 11/15/17

Henry Warner
Notary Public

Witness
A. D. 19 07

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

I, Harry Warner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Calvin Mosley and Carrie Mosley his wife

State of Illinois }
County of Cook }
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