

UNOFFICIAL COPY

36-54195

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This Indenture, WITNESSETH, That the Grantor Rosa L. Jordan and Bernice H. Willis Jimerson.

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Eleven Thousand Six Hundred Thirty Five & 68/100 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, to-wit: The West 1/2 of Lot 12 and all of Lot 13 in the Resubdivision of Block 5 in George C. Campbell's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Real Estate Index Number: 16-09-204-025 ALV

Commonly known as: 4818 W. Superior, Chicago, Illinois.

THIS INDENTURE, made and entered into this 11th day of August,

Herby 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 Rosa L. Jordan and Bernice H. Willis Jimerson

justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 242.41 each duly paid in full, payable to Chicago Lumber and Construction assigned to Lakeview Trust and Savings Bank.

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The Grantor covenants and agrees as follows: (1) To pay, and to defend, and to protect the grantee, his heirs and assigns, from all taxes and assessments, against said premises, and on demand to repair or rebuild, excepting thereof, (2) within sixty days after detection of damage, to repair or restore all buildings or improvements on said premises that may have been destroyed or damaged, so that waste be said premises shall not thereafter be suffered, (3) 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 take such insurance in companies acceptable to the holder of the first mortgage indebtedness with loss clause attached per acre/lot, 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 Mortgagors or Trustees until the indebtedness is fully paid, (4) to pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure as to insure, or pay taxes or assessments, or the prior indebtedness 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 indebtedness 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 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 term.

In witness whereof the grantor — that all expenses and disbursements paid or incurred in behalf of defendant in connection with the foreclosed debt, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a title, shall be paid by the holder of the whole title of said premises, including the holder of any part of said indebtedness — shall be paid by the grantor — and the like expenses and disbursements, in connection with the foreclosed debt, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a title, shall be paid by the holder of any part of said indebtedness — as such, may he a party, shall also be paid by the grantor — and the like expenses and disbursements shall be an additional burden 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 in not, shall not be contested, nor a release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor — and his heirs, executors, administrators and assigns and grantor — waive all right to the possession of and money from, said premises pending such foreclosure proceedings, and agree, that upon the filing of any bill in foreclosure 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 11th day of August, A.D. 1987

Rosa L. Jordan (SEAL)

Bernice H. Willis Jimerson (SEAL)

(SEAL)

Box No. 144

UNOFFICIAL COPY

Trust Deed

KAYA TAKADA / *Signature* / My Witness
4818 W Superior
Chicago, IL 60641

DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS BANK

ACCT NO. 35210000000000000000

CHICAGO, ILLINOIS 60657

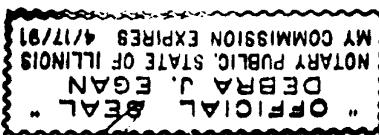
THIS INSTRUMENT WAS PREPARED BY:

MICHAEL KUNZICK
2344 W. CLOPPED
Chicago IL 60639
LAKEVIEW TRUST AND SAVINGS BANK
301 N. ASHLAND AVE., CHICAGO, IL 60657
362525-2180

12.00

=87-568046

DEPT-01 RECORDING \$1.00
1#4444 TRAN 0004 10/31/87 10:23:00
#0046 # D * 87-568046
COOK COUNTY RECORDER



day of *October* A.D. 19*87*

(Please) Under my hand and Notarial Seal, this

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I, Notary Public in and for said County, in the State aforesaid, this *thirtieth* day of *October*, A.D. 19*87*,
personally known to me to be the same person, whose name is *Rosa L. JOEADM* and
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
freely and voluntarily, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Instrument prepared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
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County of *Cook*, Illinois
Title of *Real Estate* *557.*