

UNOFFICIAL COPY

87631428

36-546348

This Indenture, WITNESSETH, That the Grantor ... Alice M. Kinton

of the City of ... Evanston, County of Cook and State of Illinois
for and in consideration of the sum of ... Six Thousand Two Hundred Eighty Six and 32/100 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 Evanston County of Cook and State of Illinois, to-wit:
48 in 11 and two West 10 feet of lot 12 in block 2 all in Thomas J. Grey's
West Addition to Evanston, a subdivision of the West 1/3 of the
South 1/4 of the Northwest 1/4 of Section 24, Township 41 North Range 13,
East of the Third Principle Meridian, in Cook County, Illinois.
Commonly known as 2416 Greenleaf Street, Evanston, Illinois.

Deed number 10-24-110-936 CCOAII am

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 Alice M. Kinton
justly indebted upon one retail installment contract bearing even date herewith, providing for 72
installments of principal and interest in the amount of \$ 87.50 each until paid in full, payable to
... andart Builders, Inc. assignee to Review Trust and Savings Bank

The GRANTOR, covenant, and agree, 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 January each year, all taxes and assessments on said premises, and on demand to exhibit receipt therefor; (3) within sixty days after destruction or damage to buildings or other improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed, (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 Mortgagor, 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. (6) to pay all prior encumbrances, 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 encumbrances 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 encumbrances 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 at the rate 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 earned 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, upon such terms.

It is AGREED by the grantor, that all expenses and disbursements peculiar to the holder in behalf of complaint in connection with the foreclosure sale, including reasonable solicitors fees, outlays for documentary, filing and other charges, costs of preparing 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, or his agent, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid at costs and included in any decree that may be rendered in such foreclosure proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for and 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
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 charge.

Witness the hand ... and seal ... of the grantor ... this ... day of

28th October

A. D. 19

87

(SEAL)

Alice M. Kinton

(SEAL)

(SEAL)

(SEAL)

Box No. /46

Trust Deed

Alice M. Minton
2416 Greenleaf Street
Evanston, Illinois

TO

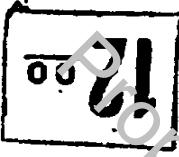
DENNIS S. KANARA, Trustee

Lakeview Trust and Savings Bank
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

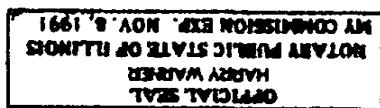
Landmark Builders, Inc.
5252 North Pulaski Road
Chicago, Illinois 60646

Lakeview Trust and Savings Bank
3201 N. Ashland Ave., Chicago, IL 60657
312/525-2180



631428

DEPT-01 RECORDING #4461 # D # 87-631428
TINN444 TRAIN 1086 11/25/87 15:31:00
\$12.00 COOK COUNTY RECORDER



Notary Public

HARRY WANNER

day of *October*, A.D. 19*91*

I, *HARRY WANNER*, Notary Public, do hereby certify that Alice M. Minton, a Notary Public in and for said County, in the State aforesaid, did truly certify that Alice M. Minton, personally known to me to be the same person whose name is *J.S.*, subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be her true and voluntary act, for the uses and purposes therin set forth, including the release and waiver of the right of homestead, as well as all other rights and interests which she may have in the property described in the instrument, acknowledged, signed, sealed and delivered the said instrument in my presence, and acknowledged before me that she had read and understood the same, and that she was induced to sign the same by no threats or promises, and that she did so sign the same freely and voluntarily.

I, *HARRY WANNER*, Notary Public in and for said County, in the State aforesaid, do hereby certify that Alice M. Minton, a Notary Public in and for said County, in the State aforesaid, did not know of any conflict of interest in this instrument, and that she has read and understood the same, and that she did so sign the same freely and voluntarily.

State of *Illinois* }
County of *Cook* }
} \$5.00