

# UNOFFICIAL COPY

87631368

36/54/952

This Indenture, WITNESSETH, That the Grantor BOB J. HUGHES AND RUBY C. HUGHES, *His Wife*

of the CITY of CHICAGO County of COOK and State of ILLINOIS 32/100THS

for and in consideration of the sum of THIRTEEN THOUSAND SIX HUNDRED TWENTYSEVEN AND 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 28 IN BLOCK 5 IN MILLER'S 79TH STREET AND KEDZIE AVENUE MANOR  
A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26  
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN COOK COUNTY, ILLINOIS

P. I. N. 19-275-110-009  
COMMONLY KNOWN AS: 7727 S. HOMAN CHGO., ILL.

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 BOB J. HUGHES AND RUBY C. HUGHES *His Wife*  
justly indebted upon A one retail installment contract bearing even date herewith, providing for 84  
installments of principal and interest in the amount of \$ 162.23 each until paid in full, payable to  
WHICH RETAIL INSTALLMENT CONTRACT HAS BEEN ASSIGNED BY SECOND CITY  
CONSTRUCTION CO. INC. 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, 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 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 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 Mortgagees or Trustees 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 or title affecting said premises or any 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 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 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 documents, notices, advertisements, and costs of preparing or completing abstract showing the whole title of said premises, or enforcing foreclosure decree - shall be paid by the grantor, and the like expenses and disbursements, as incurred 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 principal 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 costs of such proceedings, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive and relinquish to the person or persons named in the foregoing, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose the Trust Debt, 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 .S. and seal .S. of the grantor, this 1ST day of JUNE, A. D. 19 87

*Bob J. Hughes* (SEAL)  
*Ruby C. Hughes* (SEAL)

THIS INSTRUMENT PREPARED BY:  
SHARI SCHWIMMER (SEAL)  
6246 N. PULASKI RD. (SEAL)  
CHICAGO, IL 60646 (SEAL)

UNOFFICIAL COPY

Box No. 1476

# Trust Deed

*Bob & Ruby Hughes*  
*7737 S. Howard*  
*Chicago, Ill. 60652*

TO

DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS BANK

3201 NO. ASHLAND AVE.

CHICAGO, ILLINOIS. 60657

THIS INSTRUMENT WAS PREPARED BY:

*David G. West*

*3006 W. Diversy*

*CHgo IL 60647*

LAKE VIEW TRUST AND SAVINGS BANK

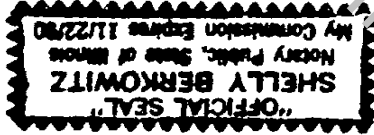
3201 N. ASHLAND AVE., CHICAGO, IL 60657

312/525-2180



87-631368

DEPT-01 RECORDING \$12.00  
T#4444 TRFN 1086 11/25/87 15:22:00  
#401 # D \* 87-631368  
COOK COUNTY RECORDER



I, **SHELLY BERKOWITZ**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **BOB HUGHES AND RUBY HUGHES, HIS WIFE** personally known to me to be the same person **S**, whose name **ARE** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**, 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 (brought under my hand and Notarial Seal, this **JUNE** **15** **1987** A. D. 19 **87** day of **JUNE** 19 **87**).

State of Illinois }  
County of Cook } 155.

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