

**This Indenture**, WITNESSETH, That the Grantor  
Katherine as Joint Tenants

Willie L. Nunnally and wife

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

for and in consideration of the sum of \$10,000.00 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 13 in Block 3 in Englewood Heights, being a resubdivision of

Wright's Subdivision of the North  $\frac{1}{2}$  of that part of the East  $\frac{1}{2}$  of  
Section 5, Township 37, North, Range 14, lying East of the P.C. and  
St. L. Railroad.

Commonly known as 8717 South Hermitage Chicago, Illinois

Permanent Tax No: 25-06-204-013 BBO

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 Willie L. Nunnally and wife Katherine as Joint Tenants  
justly indebted upon one retail instrument contract bearing even date herewith, providing for 48  
installments of principal and interest in the amount of \$245.94 each until paid in full, payable to

Thru Dec 1967 at interest 7% LAKE VIEW 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 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 receipt 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 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 Mortgagees or Trustees until the indebtedness is fully paid, (6) to pay all prior encumbrances, and the interest thereon, at the time when same shall become due and payable.

In case of failure to make payment or pay taxes or assessments, or the prior encumbrances 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 encumbrances and the interest therein 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.

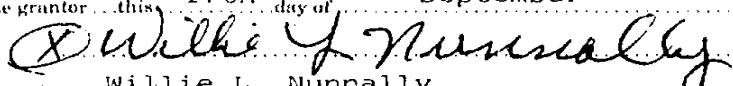
In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earnings thereon, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, 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, he, or she, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of and premises, in tracing 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 an interest in 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 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, or a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, his husband, wife, and wife 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

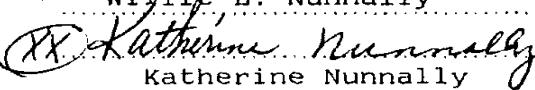
Thomas F. Bussey, of said County is hereby appointed to be first successor in this trust, and it for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all 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 17th day of September A.D. 19 87

 (SEAL)

Willie L. Nunnally

(SEAL)

 (SEAL)

Katherine Nunnally

(SEAL)

Box No. 146

# Trust Deed

Willie & Katherine Nunnally  
8717 S. Hermitage, Chicago, IL 60620

TO

DENNIS S. KANARA, Trustee

Lake View Trust & Savings Bank  
2201 N. Ashland Ave.  
Chicago, IL 60657

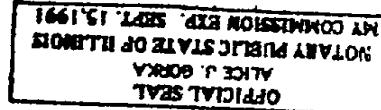
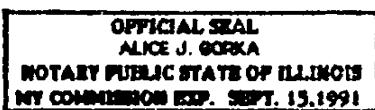
THIS INSTRUMENT WAS PREPARED BY:

Frighton Heating & Cooling Inc.  
5134 So. Kedzie, Chicago, IL 60632

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

12.00

COOK COUNTY RECORDING  
#4444 TRAIN 1086 11/25/87 15:25:00  
DEPT-01 RECORDING \$12.00  
#4421 # D \* B7-631388



I, Alice J. Gorka, Notary Public in and for said County, in the State aforesaid, do certify certify that Willie L. Nunnally and his wife Katherine Nunnally, a Notary Public in and for said County, in the State aforesaid, do acknowledge that they have read and understood the foregoing instrument, appeared before me this day in person, and acknowledged that they agreed, sealed and delivered the said instrument intentionally known to me to be the same persons, whose names are subscribed to the foregoing instrument.

As I freely and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, I do hereby release my hand and Notarial Seal, this day of September, 1987.

State of Illinois  
County of Cook  
} \$15.