

UNOFFICIAL COPY

SCH43177 F 3 1 7

36-57832

This Indenture, WITNESSETH, That the Grantor James Walker

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Two Thousand Nine Hundred Twenty-Six dollars & 56/100ths 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, to-wit: Lot 5 in Block 10 in Madison Street Addition to Chicago, in Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded as document 1161949, in Cook County, Illinois.

Commonly known as; 4351 W. Flournoy Chi., Il. 60624
permanent tax # 16-15-401-011

G.E.O.

DEPT-01 RECORDING

T#4444 TRAN 0121 08/06/07 16:37:00
W#771 # D # 17-074317
COOK COUNTY RECORDER

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 James Walker

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justly indebted upon one retail installment contract bearing even date herewith, providing for installments of principal and interest in the amount of \$ 60.97 each until paid in full, payable to

Better Built Remodeling, Inc.
Assign to Lakeview Trust and Savings Bank

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon and on 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) to make 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 above and payable first, to the first Trustee in Mortgages 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 case 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 or little affecting said premises or all prior encumbrances and the interest thereon from time to time, and all money so paid by grantee, or agreed to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, until paid, and additional interest accrued by reason of such breach, at seven per cent, per annum, shall be recoverable by

foreclosure, or by suit at law, or both, the same as 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 foreclosures herein, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosed debt, shall be paid by the grantor, and the like expenses and disbursements, provided by any suit or proceeding whether 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 expenses and disbursements shall be an additional debt upon said premises, and shall be taken 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 fee have been paid. The grantor, for and granted, to 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 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 to this 19th day of

November

A.D. 10

(REALD)

(REALD)

(REALD)

(REALD)

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Bur No. 149

Trust Me

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DENNIS S. KANARA, Trustee

James Walker
433 W. Lawrence
Chicago, Ill.

Bitter Sweet
SO/18 W. Fullerton
Chicago, II. 60639
VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2880

THIS INSTRUMENT WAS PREPARED BY:



My Contributions Expires April 15, 1990

A.D. 18

day of **July**, 18**86**

I do solemnly swear, and declare, that I have this day signed my hand and affixed my Seal, to the

Personally known to me to be the same person - whose name _____
Instrumental in persuading me this day in payment, and acknowledged that - he - signed, sealed and delivered the said instruments
as his free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the rights of homestead.

4331 W. Eloura No 9
" Notary Public in and for said County, in the State before me,
I, Dogdar R. Hays, do

Community of Cook
County Illinois