

87074323

133 2 1826

This Indenture, WITNESSETH, That the Grantor Charles Hudson and wife Rosie

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Six Thousand Ninety Eight & 40/100 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 61 in Englewood on the Hill first addition, a Subdivision of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 and the Northwest 1/2 of the Southeast 1/4 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

COMMONLY KNOWN AS: 6722 (S) Honore, Chicago PERMANENT TAX NO: 20-19-402-032

COOK

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

WITHESS, The Grantor's Charles Hudson and wife Rosie

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ \$101.64 each until paid in full, payable to Cory Construction Corp. Assigned to Lake View Trust & Savings

THIS IS A JUNIOR MORTGAGE

The Grantor covenant and agree as follows: (1) To pay said indebtedness and the interest thereon 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 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 in case of fire, payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy shall be left and remain with the said Mortgagee or Trustee 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, (7) in the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the trustee 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, to pay all prior incumbrances 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 as much additional indebtedness secured hereby, (8) in the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and 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, (9) as Assignor by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing herein, including reasonable solicitors fees, outlays for documentary evidence, stamp paper's charges, cost of procuring or completing abstract showing the whole title of said premises embracing former mortgage decrees, as such, may be a party, shall also be paid by the grantor, (10) 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, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid, The grantor, for said 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 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 WITNESS whereof 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 28th day of October A. D. 1926

Charles Hudson

Rosie Hudson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

87074323

UNOFFICIAL COPY

Box No. 146

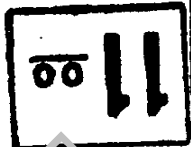
# Trust Agreement

Charles Hudson  
1912 S. Homers  
Chicago, Ill 60607  
TO

DENNIS S. KANARA, Trustee  
*Dennis Kanara*  
1301 D. Stinson  
Chicago, Ill 60607

THIS INSTRUMENT WAS PREPARED BY:

Cory Construction Corp.  
6316 N. Cicero Ave.  
Chicago, Illinois 60646  
Alex Eisenberg  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657  
312/525-2180



87074323

DEPT-61 RECORDING \$11.00  
TR4444 TRAN 0121 02/05/87 16:49:00  
#2777 # D \* 67-074323  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

I, Alex Eisenberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles Hudson and wife Rosie and wife Rosie personally known to me to be the same persons, whose names, 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. Given under my hand and Notarial Seal, this 29th day of October, A. D. 1986.  
Notary Public: *Alex Eisenberg*

87074323