

87232149 89952624

This Indenture, WITNESSETH, That the Grantor Hollis & Marie Nelson

of the City of Chicago, County of Cook and State of Illinois  
for and in consideration of the sum of Thirty Seven Hundred Sixty Five 096/100 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 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 16 in Fischer & Miller's First Addition to West Auburn, being a subdivision of Block 25 in the Subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 Feet thereof), in Cook County, Illinois.

Permanent Real Estate Index Number:  
20-29-424-029 T  
Commonly Known as 7846 S May

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 Hollis & Marie Nelson

justly indebted upon one retail installment bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 104.61 each until paid in full, payable to Bestway Lumber and Construction, Inc and assigned to Lakeview Trust and Savings Bank

THIS IS A MORTGAGE INSTRUMENT

THE GRANTOR'S 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 on 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 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 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) to pay all taxes or assessments, or the prior incumbrances of the interest thereon when due, be 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 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 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of printing 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 grantor 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 lien upon said premises, shall be paid 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 annulled nor a release hereof given, until all such expenses and disbursements, and the costs at suit, including solicitor's fees have been paid. The grantor for said grantor and/or its 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 and 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 and seal of the grantor this 7<sup>th</sup> day of March, A. D. 19 87

Hollis Nelson (SEAL)  
Marie Nelson (SEAL)

87232149

UNOFFICIAL COPY

# Trust Deed

Box No. 140

Helen & Mary Ellen  
Helen S. Mary Ellen  
Chicago, Ill. 60602

TO

DENNIS S. KANARA, Trustee  
Dennis S. Kanara  
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:

Deborah J. Lumber  
9515 W. Fullerton  
Chicago, Illinois  
LAKE VIEW TRUST AND SAVINGS BANK  
3204 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525 2180

12.00

12.00

DEPT-01 RECORDING \$12.  
T#0222 TRAN 0498 04/30/87 14:51:00  
#7256 # B \* -87-232049  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

97232049

State of Illinois }  
County of Cook }

I, Sharon Morrow, Notary Public in and for said County, do hereby certify that, Holly S. Marie, 7846 South May, Chicago, IL 60620, personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument as a 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 17th day of March, A. D. 1987.

Sharon Morrow  
Notary Public  
April 10/17/89

CV 87232049