

This Indenture, WITNESSETH, That the Grantor BENJAMIN FINLEY AND JESTEEN H. FINLEY

of the City of CHICAGO County of Cook and State of ILLINOIS for and in consideration of the sum of Forty Four Hundred Three and 52/100 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 19 IN BLOCK 58 IN DEWEY'S SUBDIVISION, NORTH 475 FEET BLOCK 58 IN THE DEWEY AND VANCE SUBDIVISION SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, (EXCEPT NORTH 33 FEET THEREOF)

Commonly known as 7841 S. Winchester P.I.N. 2030-129-017

THIS IS A JUNIOR MORTGAGE

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 BENJAMIN FINLEY AND JESTEEN H. FINLEY

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 18 installments of principal and interest in the amount of \$ 91.77 each until paid in full, payable to HERITAGE HOUSE OF GLAMOUR, INC. ASSIGNED TO LAKE VIEW BANK

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises... (3) to keep all buildings now or at any time on said premises insured in compliance with the clause attached payable first to the first Trustee or Mortgagee... (4) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable... (5) to pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay off or encumbrances 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... (6) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest 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... (7) 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, geographer's charges, cost of procuring 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 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 a lien, 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 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 if for any like cause and 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 grantor 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 4th day of April, A. D. 1927

X JESTEEN H. FINLEY (SEAL) X BENJAMIN FINLEY (SEAL)

87278966

UNOFFICIAL COPY

Box No. 144

Trust deed

BENJAMIN & JESTER FINLEY
784 S. WILMESTER
CHICAGO, IL. 60620

TO

DENNIS S. KANARA, Trustee
JAKE VIEW BONDIS
3201 N. ASHLAND
CHICAGO, IL.

THIS INSTRUMENT WAS PREPARED BY:

THE TRUST HOUSE OF STEARNS CO.
6245 S. WILMESTER
CHICAGO, IL. 60643
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL. 60657
312/525-2180

996822-28-

1200

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$12.00
184444 FROM 1815 05/22/87 15:22:00
#0753 # D * 87-278756
COOK COUNTY RECORDER

State of Illinois }
County of Cook }
I, BENJAMIN & JESTER FINLEY
a Notary Public in and for said County, in the State aforesaid, do hereby certify that BENJAMIN & JESTER FINLEY
personally known to me to be the same person whose name _____
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as 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 _____ day of _____ A. D. 19 87
Notary Public BENJAMIN & JESTER FINLEY