

UNOFFICIAL COPY

87278977

This Indenture, WITNESSETH, That the Grantor CHRISTINE WOODWARD-HARRIS

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of TWO THOUSAND THREE HUNDRED SIXTY FOUR + 76 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 21 IN BLOCK 2 IN E.H. HILLS SUBDIVISION OF THAT PART EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, LYING NORTH WASHINGTON BOULEVARD F.L.O. PERMANENT TAX NO. 16-09-311-048 COMMONLY KNOWN AS 126 N. WOODWOOD, CHICAGO

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 CHRISTINE WOODWARD-HARRIS

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 98.34 each until paid in full, payable to

Modern General Contractors assigned to Internew 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 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 while in said premises shall not be encumbered 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable. In the EVENT of failure to insure, or pay taxes or assessments, or the prior encumbrances of 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 thereon from time to time, and all moneys 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. 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. It is AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said indebtedness, including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compelling abstract showing the whole title of said premises, including foreclosure decree as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements, not assumed by any suit or proceeding wherein the grantor is any holder of any part of said indebtedness, in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discharged, and a review administered and a review of said grantor, and 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 grantor, 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 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 11th day of April, A. D. 1957

x Christine Woodward-Harris SEAL

SEAL

SEAL

SEAL

SEAL

87278977

UNOFFICIAL COPY

Box No. 144

Trust Agreement

Christine Woodard (Trustee)
136 N. Dearborn
Chicago, Illinois

TO

DENNIS S. KANARA, Trustee
Heleny Bond
6301 N. Ashland
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:

ADDRESSES
3244 N. PULASKI
CHICAGO, ILL. 60641
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2180

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1/28/87

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00
78444-TRAN 1815 05/22/87 15:25:00
#0764 # D *-87-278977
COOK COUNTY RECORDER

OFFICIAL SEAL
ANDREW K. JANAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/26/91

Notary Public
Andrew K. Janas

I, ANDREW K. JANAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTINE WOODARD personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she 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 31st day of April, A. D. 19 87

State of Illinois }
County of Cook }
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