

This Indenture, WITNESSETH that the Grantors Veria Smith, a widow & LaVonne Smith

of the city of Chicago County of Cook and State of Illinois for and in consideration of the sum of Three Thousand Two Hundred Fifty Three -- 32/100 Dollars in hand paid, CONVEY AND WARRANT to Dennis S. Kananra

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 44 and the west 1/2 of Lot 45 in Block 7 in Hinds' subdivision in Lee's subdivision of the South west 1/2 of Section 12, Township 39 north, Range 13, lying east of the third principal meridian, in Cook County, Illinois Commonly known as: 3126 West Fulton Chicago, Il. Permanent Tax NO: 16-12-303-018-0000

THIS IS A JUNIOR MORTGAGE

Hereby releasing and waiving all rights under and to the extent of the amount of the debt of the State of Illinois in Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors Veria Smith, a widow & LaVonne Smith

justly indebted upon one retail installment purchase agreement bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$90.37 each until paid in full, payable to Mid City Lumber & Construction assigned to Lakeview Trust & Savings Bank

The Grantors covenant and agree as follows: 1. To pay said indebtedness and the interest thereon, as herein and as 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 no title to said premises shall not be commuted 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, or as herein provided, to the Trustee herein as their interests may appear, which policies shall be well 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 so insure or pay taxes or assessments or the grant in violation 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 lien or title affecting said premises in pay off or in satisfaction and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately on 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 accrued shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and a third interest thereon from time to time of such length as may be determined by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured in express terms. It is Agreed by the grantor that all expenses and disbursements paid or incurred in relation to the completion in connection with the foreclosure, including reasonable solicitors fees, notary fees, documentary evidence, depositions, charges, cost of procuring or completing a decree showing the whole title of said premises, and any necessary decree shall be paid by the grantor, and the like expenses and disbursements, incurred by any holder of 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 a first lien, and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a decree of sale or not, shall not be stayed, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including execution fees have been paid. The grantor, her heirs, assigns, administrators and assigns of said grantor, waive all right to the possession of, and the return of, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust deed, the court in which said bill is filed, may at its discretion, 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. 19 87

Veria Smith (SEAL)
LaVonne Smith (SEAL)

UNOFFICIAL COPY

Box No. 146

# Trust deed

JUSTICE SMITH  
314 W. Jackson  
Chicago, Illinois

TO  
James J. Moore, Trustee  
1501 W. Jackson  
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:

Alfred J. Johnson  
354 S. Dearborn  
Chicago, Illinois  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

186034 586822-23-

1001

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00  
TR4444 TRAN 1815 05/22/87 15:26:00  
#9772 # D \*-87-278985  
COOK COUNTY RECORDER

I, Louis P. Paul  
Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Veria Smith, a widow & LaYonne Smith  
are personally known to me to be the same person. Whose name S are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y 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 11<sup>th</sup> day of April, A. D. 19 87  
Louis P. Paul  
Notary Public  
May 9, 1988

State of Illinois }  
County of Cook }