

UNOFFICIAL COPY

87275990 9 0 36-52680

This Indenture, WITNESSETH That the Grantors R.P. & Ernestine Allen @
947 N. Keystone

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Four Thousand Forty Six Dollars & 04/100
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 36 in Block 1 in Mill & Sons Resubdivision of
Blocks 7 & 8 in Telford & Watson's Addition to Chicago, a
subdivision of Block 3 & 4 of the Foster subdivision of the
East 1/2 of the South East 1/4 of Section 3, Township 39 North,
Range 13

Permanent Tax NO: 16-03-423 0051 8900 Dm.
947 N. Keystone Ave

Hereby releasing and waiving all rights under and to the value of the premises of exemption laws of the State of Illinois
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors R.P. & ERNESTINE ALLEN

justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$ 112.39 each until paid in full payable to

Bestway Junior Assigned toaker Bank

THIS IS A JUNIOR MORTGAGE

The Grantors covenant and agree as follows: 1. To pay said indebtedness and the interest thereon as provided 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 in default to exhibit receipts therefor. 3. Within sixty days after destruction or damage to rebuild or reside all buildings or improvements on said premises that may be 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 compliance 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. 6. That in case of fire or other casualty which may affect said premises, the grantors shall immediately notify the holder of the first mortgage indebtedness in writing. 7. That in case of fire or other casualty which may affect said premises, the grantors shall immediately notify the holder of the first mortgage indebtedness in writing. 8. To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable. 9. In the event of failure to insure, or pay taxes or assessments, or the principal indebtedness 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 lien in title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantors 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. 10. In the event of a breach of any of the aforesaid covenants or agreements the trustee or the holder 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 the interest thereon from the 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 in express terms. 11. It is Agreed by the grantors that all expenses and disbursements paid or incurred in the prosecution of such foreclosure proceedings, including reasonable solicitors fees, outlays for documentary evidence, mortgages charges, cost of preparing and recording instruments, and the whole title of said premises, and the cost of foreclosing thereon, shall be paid by the grantors and the like expenses and disbursements as aforesaid, including when the grantee or any holder of a lien upon said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid in full, and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree or sale shall have been entered or not, shall not be stayed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantors do hereby grant, and the trustee, executors, administrators and assigns of said grantors 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 grantors, or to any party claiming under said grantors, 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 to fulfill 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 & seal of the grantor S this 12th day of April A. D. 19 57

R.P. Allen (SEAL)
Ernestine Allen (SEAL)

87275990

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Box No. 146

Trust Agreement

R.P. + Catherine Allen
947 N. Kingston
Chicago, IL 60651

TO

DENNIS S. KANARA, Trustee
R. P. + Catherine Allen
947 N. Kingston
Chicago, IL 60651

THIS INSTRUMENT WAS PREPARED BY:

Boatman's Trust
3515 W. Hubbard
Chicago, IL 60647
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

066822-28-

12/29

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00
18444 TRAM 1615 05/22/87 15:27:00
#9777 # D * - 87 - 278990
COOK COUNTY RECORDER

I, Sharon Moore
a Notary Public in and for said County, in the State aforesaid, do hereby certify that R.P. + Catherine Allen
@ 947 N. Kingston, Chicago, IL 60651
personally known to me to be the same person, whose name is AM
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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Went under my hand and Notarial Seal, this April day of 12 A. D. 19 87
Notary Public: Sharon Moore my commission expires 10-17-89

State of Illinois }
County of Cook }