

This Indenture, WITNESSETH, That the Grantor **CALDONIA TAYLOR & CLEVELAND DAILEY JR.**

of the **CITY** of **CHICAGO** County of **COOK** and State of **ILLINOIS**
for and in consideration of the sum of **SIX THOUSAND SIX HUNDRED AND 26/100** 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 12 IN BLOCK 1 IN FORDHAM'S ADDITION TO CORNER,
A SUBDIVISION OF GREAT PART LYING EAST OF
THE ST. C & ST. RAILROAD, OF THE SOUTH EAST
1/4 OF THE NORTH WEST 1/4 OF SECTION 35,
TOWNSHIP 38 NORTH, RANGE 14,
COMMONLY KNOWN AS: 1143 E. 81 ST. CHICAGO
PERMANENT TAX NO: 20-35-119-020-0000**

D 730 pm

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 **CALDONIA TAYLOR & CLEVELAND DAILEY JR.**
justly indebted upon **one** retail installment contract bearing even date herewith, providing for **72**
installments of principal and interest in the amount of \$ **4,68** each until paid in full, payable to

Mortgage Contract assigned to American Bank

THIS IS A JUNIOR MORTGAGE

The Trustee covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, by term 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 would 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 companies 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, with loss clause attached 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) in the event of failure so to insure, or pay taxes or assessments, or of the prior incumbrances or the interest thereon when due, the grantee 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 any 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, in addition from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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; (9) if it is assigned by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereon, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, or for any foreclosure decree shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the grantor; (10) 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 proceedings, whether decree of sale shall have been entered or not, shall not be deemed, 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 and in favor of and of the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 **20th** day of **April**, A. D. 19 **87**

Caldonia Taylor (SEAL)
X Cleveland Dailey Jr. (SEAL)
(SEAL)
(SEAL)

87305583

UNOFFICIAL COPY

Box No. 140

Trust Agreement

CAIDONIA TAYLOR
JAMES E. BISHOP, Sr.
Chicago IL 60619

TO

DENNIS S. KANARA, Trustee
James Bishop
8901 N. Dearborn
Chicago, IL 60619

THIS INSTRUMENT WAS PREPARED BY:

ANDREW V. JACOBS
HODDGE STEVENSON CO. PC
324 N. NUNSEN
CHICAGO, IL 60641
LANE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO IL 60657
312.525.2150

DEPT-01 RECORDING \$12.00
T#0222 TRAN 0042 06/05/87 09:29:00
#0466 # 35 # 87-305583
COOK COUNTY RECORDER

Property of Cook County Clerk's

12.00

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

I, ANDREW V. JACOBS
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that CAIDONIA TAYLOR
& JAMES E. BISHOP, Sr.
personally known to me to be the same persons whose names
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
us, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Signed under my hand and Notarial Seal, this 5th day of June, A. D. 1987
Andrew V. Jacobs
Notary Public

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State of Illinois }
County of Cook }
55.