

UNOFFICIAL COPY

87331658

8733

6 9 8

34-532405

This Indenture, WITNESSETH, That the Grantor ... Angela LURY.

..... 10232 S. Vernon.

of the City of Calumet, County of Cook and State of Illinois
for and in consideration of the sum of ~~if. Y.E. thousand~~ THREE HUNDRED Twenty ONE ~~28/100~~ 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 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 692 in Frederick H. Bartlett's Greater Chicago Subdivision
..... Number 1, being a subdivision of all East 1/4 of the Southwest 1/4 of
..... Section 10, Township 37 North, Range 14, and all that part of the
..... Southeast 1/4 of said of Section 10, lying West of and adjoining of
..... I.C. Railroad right of way (excepting therefrom the North 33.277
..... acres thereof), lying east of the Third Principal meridian in Cook
..... County, Illinois.

Commonly Known as 25-10-413-024 10232 S Vernon

P.I.N.-2510-413-024

GAD

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 ... Angela Lury

justly indebted upon one retail installment contract bearing even date herewith, providing for 24
installments of principal and interest in the amount of \$ 221.72 each until paid in full, payable to
Paul Construction Co., Inc. Assignee Lake View Bank.

DEPT-#1 RECORDING \$12.00
T#4444 TRAN 0377 04/17/87 15:01:00
#7254 # 10 34-532405 12578
COOK COUNTY RECORDER

This Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, therein 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 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 acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee hereon as their interests may appear, which policies shall be left and remain with the said Mortgagor 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.

In THE EVENT of failure so to insure, or pay taxes or assessments, or 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, pay 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 thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness held by the grantee or holder.

In THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all future interest shall, at the option of the legal holder thereon, 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 equity, the same as if all of said indebtedness had then matured by express terms.

In is Agreed by both of the parties that if any expense and disbursements paid or incurred in behalf of complainant in connection with the foreclosures hereof—including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 or party 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 suspended, 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 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 17.9. the day of May 1987.

X Angela Lury

(SEAL)

(SEAL)

(SEAL)

12 00

87331658 869TECK8
969168

UNOFFICIAL COPY

Box No. 1440

Unfiled

Marka J. Huney
10435 N.
Bonne Terre
Avenue
Chicago, IL 60637

To:

DENNIS S. KANARA, Trustee

Bank of America

100 N. LaSalle

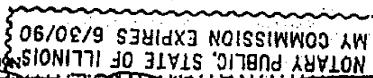
Chicago, Illinois

60611

THIS INSTRUMENT WAS PREPARED BY:

Hand of
Hank Peterson
3830 W. Peterson
Chicago, IL 60659
LAKEVIEW TRUST AND SAVINGS BANK
3001 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2480

8331698



State of Illinois, this day of May, A.D. 1990
I, under my hand and Notary Seal, this day of May, A.D. 1990,

free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead,
as instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
personally known to me to be the same person whose name is subscribed to the foregoing

I, David S. Paul, Notary Public in and for said County, in the State aforesaid, do certify that
a Notary Public in and for said County, in the State aforesaid, do certify that



{ 55 }

County of Cook
State of Illinois