

This Indenture, wife

88428926A Diane Spencer.

WITNESSETH, That the Grantor Alonzo Spencer & Diane Taylor, his

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Five thousand eight hundred seventy two & 80/100 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: 1820 S. Washtenaw Chg, IL PIN# 16-24-408-030 All of Lot 42 in McMahan's Subdivision of the west 1/2 of the West 1/2

of the Southeast 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded September 14, 1886, as Document number 753074 in Cook County, Illinois, subject to covenants, conditions and restrictions of record; private,

public and utility easements and roads and highways if any; special taxes or assessments for improvements not yet completed; any unconfirmed special tax or assessments; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; general taxes for the year 1985 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1985.

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 Alonzo Spencer & Diane Taylor, his wife

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 97.88 each until paid in full, payable to 1st. Metropolitan Blds. assignee Lake View Trust & Savings Bank

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THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises... (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 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 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 incumbrances, 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 incumbrances or 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 to pay all prior incumbrances and the interest thereon from time to time; and all money 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 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.

It is AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including 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... All such expenses and disbursements shall be an additional lien upon said premises, shall be paid 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 dismissed, 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 his 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 8 day of 8 A. D. 19 88

Alonzo Spencer (SEAL)
Diane Taylor (SEAL)
AKA DIANE TAYLOR (SEAL)

UNOFFICIAL COPY

Box No. 146

Trust Deed

Alonzo Spencer & Diane Taylor
1820 S. KAYHURST
Chicago, Ill. 60608
TO

Dennis S. Kanara, Trustee

WELLS FARGO BANK, N.A.
1201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60610

THIS INSTRUMENT WAS PREPARED BY:

First National Bank

*4375 N. Kedzie
Chicago, Ill. 60631*

#12-

186034

Property of Cook County Clerk's Office

"OFFICIAL SEAL"
GERI ANDRZEJEWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/90

I, Geri Andrzejewski
a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Alonzo Spencer & Diane Taylor
his wife (J) AKA Diane Spencer
personally known to me to be the same person whose names are
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.
Geri Andrzejewski
Notary Public

DEPT-01
1#1444 TRAN 2350 09/20/88 10:58:00
#2082 # D * 88-428929
COOK COUNTY RECORDER

88-428929

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State of Illinois }
County of Cook } 557