

This Indenture, WITNESSETH, That the Grantor Lillie Bell Fugram, at
3532 W. Van Buren,

of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of Ten Thousand Nine Hundred Thirty One & 88/100 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 15 (except the North 5 feet thereof) in H.S. Bradley's
Subdivision of Lot 15 in Bradley and Hobbes Subdivision of
the West 1/4 of the Northeast 1/4 of Section 11, Township 39 North,
Range 13, Block 9, EAST OF THE Third Principal Meridian, in Cook
County, Illinois.
Deed Rec. Twp. No. 16-14-216-025-0000.
Community 3532 W. VAN BUREN

-88-442319

Hereby releasing and waiving all rights under and or 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 Lillie Bell Fugram,
justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$ 130.98, each until paid in full, payable to
Bestway Lumber and Construction Inc. and assigned to
Lakeview Trust and Savings Bank

DEPT-01 12.00
T#444 TRAN 2492 09/27/88 11:11:00
#1671 # D *-88-442319
COOK COUNTY RECORDER

THE GRANTOR . . . covenant . . . and agree . . . as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 in a loss 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 pays de 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 Mortgagors or Trustees 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 price in payment, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or make payment, or discharge or purchase any tax lien or title affecting said premises or 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 at the rate from the date of payment as seven percent, per annum.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all entries and rents 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 thereof . . . including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, attorney fees, 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 interest in said indebtedness, as such, may be a party, shall also be paid by the grantor . . . All such expenses and disbursements shall be an additional item upon said premises, shall be paid at a cost 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 discontinued, 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 10-22-88 day of June A. D. 1988

Lillie Bell Fugram (SEAL)

(SEAL)

(SEAL)

(SEAL)

\$12.00

UNOFFICIAL COPY

RECEIVED

Urgey Recd

Box No. 146

Hillie Pearl
3539 W. Paul Burn
Chicago, IL

TO

DENNIS S. KANARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Kirk Day, Notary
2515 N. Kildare
Lake View Trust and Savings Bank
3201 N. Ashland Ave., Chicago, IL 60657

882319

day of January, 1988, at the County of Cook, Illinois.

I, Dennis S. Kanara, do hereby declare under oath, that I am the same person whose name is affixed to this instrument, appeared before me this day in person, and acknowledge that the signature, seal and delivery of this instrument is my own, and that it was executed by me personally known to me to be the same person, whose name is affixed thereto, and delivered to the undersigned.

I, Dennis S. Kanara, do hereby declare, that I am the same person whose name is affixed to this instrument, and that it was executed by me personally known to me to be the same person, whose name is affixed thereto, and delivered to the undersigned.

State of Illinois
County of Cook