

This Indenture, WITNESSETH, That the Grantor Charles Brown and Lela M. Brown, his wife as joint tenants

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Five thousand fifty seven & 64/100 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 2 in the Subdivision of Lots 1 and 2 in Block 7 in Normal School Subdivision of the West 1/2 of the Southeast 1/4 of Section 21, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6930 S. Princeton, Chicago, Illinois. Permanent Tax #20-21-412-017-0000

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 Charles Brown and Lela M. Brown Justly Indebted upon ONE retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 140.49 each until paid in full, payable to Lakview Bank & Trust ASSIGNED FROM INV. MGR. CONSTRUCTION 3201 N. Ashland Chicago, IL 60657

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 have been destroyed or damaged; (4) that when 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; (7) in the event of failure 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 or pay any 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 incurred hereby. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned 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 collection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises and necessary foreclosure decrees -- shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 treated as such and included in any decree that may be rendered by such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be paid, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 incense 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 of one 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 grantor, 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 any 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... and seal... of the grantor... this 1 day of October, A. D. 19... Charles Brown (SEAL) Lela M. Brown (SEAL)

88490294

UNOFFICIAL COPY

#12-

Box No. 146

Trust Deed

Charles J. Kelly, Trustee
6930
Chicago, Ill.
Attys: E.L. ...

DENNIS S. KANABA, Trustee
EASLIE BANK TRUST
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Ad. M. ...
4869 Dempster
Skokis IL 60077
LAKE VIEW TRUST AND SAVINGS BANK
3301 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

Property of Cook County Clerk's Office

88490294

DEPT-01
#6240 # D * 88-490294
TRAN 3139 10/25/88 10.26.00
COOK COUNTY RECORDER

My Commission Expires July 30, 1989

Notary Public

I, the undersigned, a Notary Public in and for said County, do hereby certify that Charles Brown and Lela M. Brown, his wife, as joint tenants personally known to me to be the same person as whose name B. ... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she X, signed, sealed and delivered the said instrument in full, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, when under my hand and Notarial Seal, this 28th day of ... A. D. 19...

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