

UNOFFICIAL COPY

88-558284

310-512114

This Indenture, WITNESSETH, That the Grantor *Nabor & Antonia Lavin* at *3730 West Concord, Chicago, Ill. 60647*

(A/K/A Antonia Magana)

of the *City* of *Chicago* County of *Cook* and State of *Illinois* for and in consideration of the sum of *Four Thousand Eight Hundred Twenty Three & 76/100* 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 26 in Block 5 in the subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 40 North, Range 13 (except the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 40 North, Range 13 and except in Railroad)*

Taxpayers Map # 13-35-326-028
Commonly Known As: 3730 W. Concord

SEP 1 1958
T#4444 TRAN 3993 12/05/88 10:58:00
#0348 # D *-88-558284
COOK COUNTY RECORDER

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 *Nabor & Antonia Lavin A/K/A ANTONIA MAGANA* justly indebted upon *one* retail installment contract bearing date herewith, providing for *24* installments of principal and interest in the amount of \$ *200.99* each until paid in full, payable to *Bestway Lumber & Construction, Inc. & assigned to Ladalle Dehaven Trust & Savings Bank.*

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as set forth 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 upon the 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 be so destroyed or damaged. 4. That waste on 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 grantor 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 Mortgagees 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 trustee 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 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 of 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 carry-over 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 letter. 9. In the event of a breach of any of the aforesaid covenants or agreements, the grantor agrees to pay all expenses and disbursements, including reasonable solicitors fees, outlays for documentary evidence, storage and charges, cost of procuring or completing abstract showing the whole title of said premises, with a full release decree, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be, in addition to the principal and interest, charged 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The grantor, for said grantor, and for 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.

88558284

Witness the hand and seal of the grantor this *9th* day of *August* A. D. 19 *58*
Nabor Lavin (SEAL)
Antonia Lavin (SEAL)
A/K/A Antonia Magana (SEAL)

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UNOFFICIAL COPY

Box No. 146

Trust Deed

Amber & Benjamin Korman
3730 W. Concord
Chicago, IL 60647

TO
DENNIS S. KANARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Best Buy Retail
2515 N. Halsted
Chicago, IL 60647
LAKE VIEW TRUST AND SAVINGS BANK
3201 NASHLAND AVE. CHICAGO, IL 60657
312525-2180

Property of Cook County Clerk's Office

FORGONE-88

I, *Sharon Johnson*
County of Cook }
State of Illinois }
at 3730 W Concord, Chicago, Ill 60647
personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as a free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.
Sharon Johnson
Notary Public
day of August A.D. 1988
9th