

UNOFFICIAL COPY

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36-55183

This Indenture, WITNESSETH, that the Grantor THERESA JOHNSON (W.DOWTY)

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS, for and in consideration of the sum of THREE THOUSAND ELEVEN & 00/100 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 42 IN BLOCK 11 IN L. E. CRANDALL'S ADDITION TO DAUPHIN PARK BUILDING A SUBDIVISION OF BLOCKS 11, 12, 13 & 14 OF DAUPHIN PARK ADDITION BUILDING A SUBDIVISION BY THE CALUMET & CHICAGO LAND AND DOAL COMPANY OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3 TOWNSHIP 37 NORTH RANGE 14 VING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 710 EAST 87TH PLACE - CHICAGO RECENT TAX NO: 25-03-203-023 TP BBO

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 THERESA JOHNSON (WIDOWED)

justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 62.74 each until paid in full, payable to

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THIS IS A JUNIOR DEED

This Grantor . . . covenant . . . and agree . . . as follows: (1) To pay said indebtedness, and the interest thereon, either in 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 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 on 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 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 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 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 no much additional indebtedness secured hereby.

In the Event of breach of any of the aforesaid covenants and 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 with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by any other law, or method, as may be in force at the time of such breach, and if said indebtedness had then matured by express terms.

If in Action against the grantor . . . that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure, or in proceeding wherein the grantee or any holder of any part of said indebtedness, 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 taxable 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 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 20 day of Oct . . . A. D. 1987

Teresa Johnson (SEAL)

(SEAL)

(SEAL)

(SEAL)

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Trust Deed

Box No. 144

Theresa Johnson (widow)
710 E. 87th PL
Chicago, IL 60619

TO

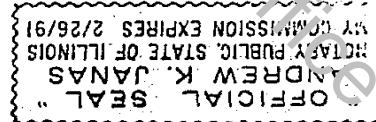
DENNIS S. KANARA, TRUSTEE
LAKEVIEW TRUST & SAVINGS BANK
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

AUDREY L. TANAS
ROBIE G. GROSSMAN
CRAIG J. TUNISI, CHICAGO, IL 60641
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

499001931

-68-601311



day of October, A.D. 1987
duly under my hand and Notarial Seal, this

as 8/28/87, free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, instrument, appeared before me this day in person, and acknowledged that the aforesaid, sealed and delivered the said instrument personally known to me to be the same person, whose name is 15 John Tanas, subscriber to the foregoing

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

County of Illinois Cook
State of Illinois

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