

# UNOFFICIAL COPY

36-55171

This Indenture, WITNESSETH, That the Grantor Quinton C. Strong & Lillie Ruth Strong of the city of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of three thousand six hundred twenty-eight 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 155 N. Austin, in the city of Chicago, County of Cook, and State of Illinois, to-wit: Lot 47, except the southwest 1/4 (1/4 acre) in Prairie Avenue Addition, Austin, in the Southwest 1/4 of Section 8, Township 39, No. 284, Range 13, lying east of the 3rd parallel meridian in Cook County, Illinois, commonly known as 155 N. Austin, PIN# 16-08-412-002, G.O. #3.

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 Quinton C. Strong & Lillie Ruth Strong, justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 100.78, each until paid in full, payable to

ALL state contractors, Agreed  
to collect

**THIS IS A JUNIOR DEED.**

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 waste 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, "whole first, to the first Trustee or Mortgagor, 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 so 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 or pay all prior incumbrances and the interest thereon before the same become due, the amount to be paid to pay 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 accrued thereby.

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, etc., including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, 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 item upon said premises, shall take all 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 and grantor, and for its heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, and premises pending such foreclosure proceedings, aforesaid, 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 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 27 day of August, A.D. 1927

X Quinton Strong  
X Lillie Ruth Strong

(SEAL)

(SEAL)

(SEAL)

(SEAL)

86001318

# UNOFFICIAL COPY

# Quit Recd

Box No. .... 116

Ouitman Strong and wife Lillie R. Strong  
155 N. Austin  
Chicago, IL

TO

DENNIS S. KANARA, Trustee

Lake View Trust & Savings Bank

3201 NO. ASHLAND AVE.

CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Allstate Construction  
3223 N. Avondale #246  
Chicago, IL 60631

Lake View Trust and Savings Bank  
3201 N. Ashland Ave., Chicago, IL 60657  
312/525-2180

12.00

DEPT-Q1  
512.00  
T#4444 T#RN 1926 01/04/86 11:12:00  
#5069 # ID # 58-001318  
COOK COUNTY RECORDER

My Commission Expires Jan. 17, 1998

Notary Public

I, LEO A. EITZINGER, a Notary Public in and for said County, in the State aforesaid, do solemnly certify that Quilt Recd is the true name of the person or persons to whom this instrument was delivered and delivered to the said instrument

and Lillie R. Strong is the true name of the person or persons to whom this instrument was delivered and delivered to the said instrument

County of Cook  
State of Illinois  
} 55.  
} 55.