

This Indenture

WITNESSETH, That the Grantor

Charley Starks & Dorothy N. Starks, his wife

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of five thousand two hundred twentyone and 80/100 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 18 in Block 9 in William A. Marigolds Resubdivision of the North
50 acres of the East Half of the North East Quarter of Section 22,
Township 39 North, Range 13, East of the Third Principal Meridian,
in Cook County, Illinois.

Commonly Known as 1411 S. Komensky
PIN #16-22-222-005

85001392

Hereby releasing and waiving all rights under any 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 Charley Starks & Dorothy N. Starks

justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$ 145.05 each until paid in full, payable to
First Metropolitan Bldrs. assigned to LAKEVIEW TRUST & SAVINGS BANK

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 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.
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 so much additional indebtedness secured hereby.
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 hereof - including reasonable solicitors 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 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 paid as 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, and his 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

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, then the undersigned Receiver 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 21 day of SEPT A. D. 19 87

Charley Starks (SEAL)
Charley Starks (SEAL)

X Dorothy N. Starks (SEAL)
Dorothy N. Starks (SEAL)

AKA CHARLES STARKS
Charles Starks

UNOFFICIAL COPY

State of Illinois
County of Cook

I, *Harry Perlík*
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Charley Starks & Dorothy N. Starks, his wife

personally known to me to be the same person^s, whose name^s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 21st day of Sept. A. D. 19 87.

Harry Perlík
Notary Public



Property of Cook County Clerk's Office

88-001392

DEPT-01 \$12.00
T#4444 TRAN 1926 01/04/88 11:24:00
#5943 # D *-88-001392
COOK COUNTY RECORDER

Box No. 146

Trust deed

Charley & Dorothy Starks
1411 S. Komensky
Chicago, IL

TO

DENNIS S. KANARA Trustee
LAKE VIEW TRUST & SAVINGS BANK
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

First Metropolitan Builders
4258 N. Cicero
Chicago, IL 60641

12.00