

# UNOFFICIAL COPY

80016367

36-55300

This Indenture, WITNESSETH, That the Grantor ... Earl L. Goldman and Ruby Goldman his wife .....

of the City of Bellwood County of Cook and State of Illinois .....

for and in consideration of the sum of Seven Thousand Five Hundred Twenty Eight & 80/100 dollars in hand paid, CONVENANT 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 Bellwood County of Illinois, to wit:

Lot 40 in Sunrise Builders, Inc. Resubdivision of Lots 1-32, both inclusive lots 25, 26, 27, 32, 33, 34, & 35 together with the E. & W. vacated alley lying S. of lots 5 & 18 & lying N. of lots 6 to 17 inclusive except the W. 110.0 feet of lots 32, 33, 34 & 35 and also except that part of lots 1, 2, 3, 4 and 5 and the vacated alley S. of said lot 5 lying easterly of a line described as follows: Section 3, Township 39 North, Range 12, East of the Third Principle Meridian in Cook County, Illinois. Commonly known as 231 Zuelke, Bellwood, Ill.

Permanent Tax # 15-09-203-030 AED un

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 ... Earl L. Goldman and Ruby Goldman his wife .....

justly indebted upon ... one retail installment contract bearing even date herewith, providing for 483.00  
installments of principal and interest in the amount of \$ 156.85 each until paid in full, payable to  
Landmark Builders, Inc. assigned to Lakeview Trust and Savings Bank

## THIS IS A JUNIOR MORTGAGE

The Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, when due, 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 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 default in payment of any sum or amounts, or the principal or interest thereon when due, to the grantee or the holder of said indebtedness, may prosecute suit for recovery, pay such sums of assessments or disbursements as may be levied or take any other action of title affecting said premises or of any 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.

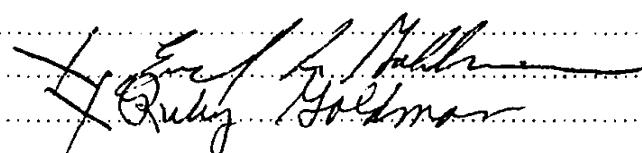
In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, 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 or for issuing a 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 expense and disbursements shall be an additional debt upon said premises and shall be liable for costs and included in any cause 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 a final accounting and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor ... for and 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

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 ... day of November, A. D. 19 ... 87


(SEAL)

(SEAL)

(SEAL)

(SEAL)

**UNOFFICIAL COPY**

Ursula  
Kleben

Box No. .... 146

**Carl L. Goldman and Ruby Goldman**  
231 Zuelke Drive

61

**Review Trust and Savings Bank**  
3201 North Ashland Avenue  
Chicago, Illinois 60657

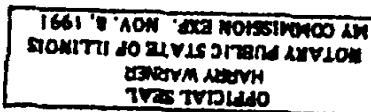
THIS INSTRUMENT WAS PREPARED BY:

**Landmark Builders, Inc.**  
5232 North Pulaski Road  
**Chicago, Illinois 60646**

**12.00**

793-019367

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#1444 TRAIN 2185 Q1/13/88 14:30:00  
SL2.00 SEPT-01 COUNTRY RECORDER



Nestor Public.

"Notary Public in and for Said County, in the State aforesaid, Du Errett L. Goldmann, Esq.,  
Ruby Goldmann, his wife,  
Personalty known to me to be the same Person B, whose name  
Interim instrument, appeared before me this day in person, and acknowledged that the foregoing  
Instrument, subscribed to the foregoing instrument.

Gummiy in Cocco  
Gummiy in Illinois