

88019368

This Indenture, WITNESSETH, That the Grantor
MARRIED TO
ALBERT MATTHEWS, NOVIA MATTHEWS

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

for and in consideration of the sum of SIXTY ONE THOUSAND THIRTY NINE & 20/100ths 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 3 in Block 3 in Revel S. & Loeffler's Addition to Chicago
a Subdivision of Lot 1 in Superior Court Partition of the Southeast
1/4 of Section 22, Township 39 North, Range 13, lying East of the
Third Principle Meridian in Cook County, Illinois.

Commonly known as: 4107 W. 10th St.
PIN - 1-2-905-008 HCO W3

THIS IS A SENIOR MORTGAGE

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 ALBERT MATTHEWS MARRIED TO NOVIA MATTHEWS

justly indebted upon one retail installment contract bearing even date herewith, providing for 120
installments of principal and interest in the amount of \$ 569.66 each until paid in full, payable to
2nd city construction co., inc and assigned to Lakeview Trust
and Savings Bank

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 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, as a condition, to the first Trustee or Mortgagee; and second, to the Trustee herein as their interests may appear, which policies shall be let, and remain with the said Mortgagees 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 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 any all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor... agree... 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 the aforesaid covenants had then matured by express terms.
It is Agreed by the grantor... that all expenses shall be paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitors fees, out of pocket disbursements, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises, enforcing 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 taxed 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 have been paid. Including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... shall retain 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, and 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 of the premises of said grantor... and 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 10th day of June A. D. 1987

Albert Matthews (SEAL)
Novia Matthews (SEAL)
(SEAL)
(SEAL)

88019368

UNOFFICIAL COPY

Box No. 146

Trust Deed

Albert & Novia Matthews
4107 N. 16th St.
Chicago, Ill.

DENNIS S. KANARA, Trustee
LAWYER TRUST & SAVINGS BANK
3801 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60667

THIS INSTRUMENT WAS PREPARED BY:

Shelley Berkowitz
3006 W. Divisadero
Chicago, Ill.

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
3121525-2180

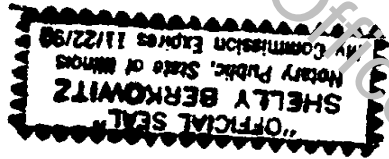
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Property of Cook County Clerk's Office

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-88-C19368

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T#4444 TRAN 2185 01/13/87 14:30:00
#9201 # D * 88-019368
COOK COUNTY RECORDER



I, SHELLEY BERKOWITZ
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ALBERT MATTHEWS AND NOVIA MATTHEWS
personally known to me to be the same persons, whose names
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
Ours under my hand and Notarial Seal, this JUNE day of 1997
Notary Public: Shelley Berkowitz

State of Illinois }
County of Cook } ss.