

# UNOFFICIAL COPY

88044646 36-55363

This Indenture, WITNESSETH, that the Grantor, *Dennis J. Martinez Jr.*,  
*Maria Martinez*, his wife,

of the City of Chicago, County of Cook, and State of Illinois,  
for and in consideration of the sum of SEVEN THOUSAND ONE HUNDRED EIGHTY-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

in the City of Chicago, County of Cook, and State of Illinois, to-wit:  
LOT 110 IN BLOCK 5 IN VAN SCHAAK AND HERRICK'S  
SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST  
1/4 OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

Commonly known as: 3421 W. Le Moyne

DIN# 16-02-209-016 AAOJ

hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's DANIEL MARTINEZ JR. MARIA MARTINEZ JR. wife  
justly indebted upon one retail installment contract bearing even date herewith, providing for 60  
installments of principal and interest in the amount of \$101,477.00, such until paid in full, payable to

Chicago Lumber & Construction and ASSIGNED  
TO LAKEVIEW TRUST & SAVINGS BANK

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The Grantor, covenants, and agrees, as follows: (A) To pay said indebtedness, and the interest thereon, in cash, and in said notes numbered, or according to any agreement or stipulation of amounts, (B) 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, (C) within thirty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (D) that walls to said premises shall not be committed or suffered; (E) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor 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 Mortgagor, and, second, to the Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees; (F) if the indebtedness is fully paid, (G) to pay

In the event of failure to insure, or pay taxes or assessments, or the prior inremuneration of 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 inremunerations 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 it were an undivided interest of them in the property so breached.

It is agreed, the grantor, the holder of said indebtedness, and all expenses and disbursements incurred in behalf of enforcement in connection with the foreclosure thereof, including reasonable collection and attorney fees, attorney's charges, cost of procuring or completing a abstract showing the whole title of said premises, enacting foreclosures 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 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 discharged, 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 said grantor, ... and/or 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 ... 5 ... day of ... NOV ... A. D. 19 ... 87

*Daniel Martinez*  
*Maria Martinez*

(SEAL)

(SEAL)

(SEAL)

# UNOFFICIAL COPY

# Grant Deed

Box No. 146

Unfiled  
John M. Kanara  
344 N. Ashland Ave.  
Chicago, IL

To:

DENNIS S. KANARA, Trustee

LAKEVIEW TRUST & SAVINGS BANK  
3201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

John Kanara

2344 N. Ashland Ave.  
Chicago, IL 60639

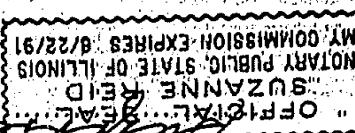
LAKEVIEW TRUST & SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

12.00

-88-044646

REC'D. IN CLERK'S OFFICE  
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#1387 # D \* QB-A 044646  
#12.00

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"I, John Kanara, do hereby declare and acknowledge before me this day in person, and acknowledge that the above named person, has delivered and delivered the said instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument.

"Notary Public in and for said County, in the State aforesaid, Do certify certificlly, that I,

County of Cook  
State of Illinois  
Date \_\_\_\_\_