

This Indenture, WITNESSETH, That the Grantor Leon Turner and John J. Turner

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Twelve Thousand Eight Hundred Forty two and 76/100 Dollars

in hand paid, CONVEY AND WARRANT to DENNIS S. KANARA, Trustee

of the City of Chicago, County of Cook, and State of Illinois, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus, 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: The south 25 feet of the west 124.64 feet of lot 41 in woodlawn highlands, a subdivision of the west 10 acres of the east 60 acres of the north 1/4 of the northwest 1/4, section 23, township 38 north, range 14. Commonly known as 6337 S. Draxell, Chicago. Permanent tax # 20-23-104-009

1580

Property of Cook County Clerk

88041653

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 Leon Turner and John J. Turner

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 152.89 each until paid in full, payable to Lake View Trust and Savings Bank, 3201 N. Ashland Ave, Chicago, Illinois 60657. ASSIGNED FROM Sav-Mac Construction

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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; (7) in the event of failure to so 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; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned 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 of all of said indebtedness had then matured by express terms; (9) all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises including 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, or 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 said grantor, and for 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 in 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 11th day of Nov A. D. 1987

X. Leon Turner (SEAL)

O. John J. Turner (SEAL)

UNOFFICIAL COPY

Doc No. 146

Trust Deed

Leon Turner
John Turner
6337 S. Drexel
Chicago, IL

TO
DENNIS S. KANARA, Trustee

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

THIS INSTRUMENT WAS PREPARED BY:

Sav Mor. Const.
4868 Dempster
Skokie, IL 60076

LANE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

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Property of Cook County Clerk's Office

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#1394 # D * 88-044653
BOOK-COUNTY-RECORDER

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My Commission Expires July 30, 1985

I, Gill Pozin
Notary Public in and for said County, in the State aforesaid, do hereby certify that Leon Turner and John J. Turner
personally known to me to be the same person, whose name is are
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 use and purpose therein set forth, including the release and waiver of the right of homestead
of said Leon Turner and John J. Turner, under my hand and Notarial Seal, this 12th day of January, 1980.

State of Illinois
County of Cook