

This Indenture, WITNESSETH, That the Grantor

DEBORAH L. BERRY

88044668

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of FIVE THOUSAND THREE HUNDRED SIXTY TWO & 20/100 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 2, IN BLOCK 4, IN MILLS AND SONS NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P. I. N. 13-33-304-016 EBO

COMMONLY KNOWN AS 1836 N. LINDER

Hereby releasing and waiving all rights under any by virtue of the homestead exemption laws of the State of Illinois. Is Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's DEBORAH L. BERRY

justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$1,457.95 each until paid in full, payable to

2ND CITY CONSTRUCTION CO., INC. AND ASSIGNED TO LAKEVIEW TRUST AND SAVINGS BANK

88044668

This Indenture, 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 to do and to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that 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 compliance to be required 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 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 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 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 or most in arrear 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 incurred in behalf of complainant in connection with the foreclosure proceedings including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of preparing and completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor and the like expenses and disbursements (excluding 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, 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 cost of any litigation and attorney's fees have been paid. The grantor for said grantor heirs, executors, administrators and assigns of said grantor waives All right to the proceeds of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may appoint 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 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. Bussoy 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 5TH day of OCTOBER A. D. 1987.

Deborah L. Berry

DEBORAH L. BERRY

THIS INSTRUMENT PREPARED BY: SHELLY BERKOWITZ 6246 N. PULASKI RD. CHICAGO, IL 60646

(SEAL) (SEAL) (SEAL) (SEAL)

UNOFFICIAL COPY

Bar No. 146

Trust deed

DEBORAH L. BERRY
1836 N. Ashland
Chicago, Illinois 60645

TO:
DENNIS S. KANARA, Trustee

LANE VIEW TRUST & SAVINGS BANK
13201 N. Ashland Ave.
Chicago, Illinois 60645

THIS INSTRUMENT WAS PREPARED BY:

FRANK LTD. CONSTRUCTION

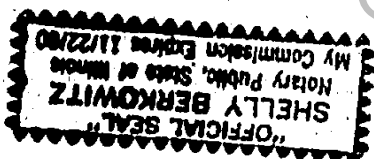
3006 N. Broadway

Chicago, Ill. 60647

LANE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60647
312/525-2180

12.00

Property of Cook County Clerk's Office
-88-044668



Notary Public

Shelly Berkowitz

day of OCTOBER, A. D. 1987

Client under my hand and Notarial Seal, this

5TH

HER, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

personally known to me to be the same person, whose name

DEBORAH L. BERRY

SHelly BERKOWITZ

County of Cook

State of Illinois

DEPT-01
1M444 TRGN 0099 01/27/88 15.38.00
#1409 II D SE-EB 014458
COOK COUNTY RECORDER

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