

THIS IS AN UNOFFICIAL COPY

36-55379

This Indenture, WITNESSETH That the Grantor, Larry Anderson, *Ensign*

Larry Anderson *(unpublished)*

86077857

of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of Three Thousand - Seven Hundred and Sixty-nine Dollars
in hand paid, CONVEY. AND WARRANT to DENNIS S. KANARA, Trustee

in the City of Chicago, County of Cook, and State of Illinois, to wit:

Lot forty-three (43) and the South half (S 1/2) of lot
forty-four (44) in Rudolph and Chader's Addition to
Austin in the South East Quarter (SE 1/4) of section
Five (5), Township Thirty-nine North (39 N), Range
Thirteen (13), East (E) of the Third (3rd) Principal
Meridian, in Cook County, Illinois.

-88-077857

Georgian

Herby releasing and waiving all rights under and 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

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

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$125.97 each, payable to Western Home Heating Co., Inc.

REF ID: A1

DEPT-01
TRM444 TRAN. 0701.02/23/88 15 01:00
#7844 # D *-38-077857
COOK COUNTY RECORDER

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, at the time and in said rates 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 thereof, (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 acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and 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 in their interests may appear, which policies shall be left and remain with the said Mortgagor or Trustees until the indebtedness is fully paid; (6) to pay all other encumbrances and the interest thereon, of the time or times when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the prior unincorporated or the interest thereon when due, the grantee, 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 taxes and unincorporated 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 accrued from the date of payment at

Is this Excess of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all amounts due at such time of the option of the legal holder thereto, 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 all of said indebtedness had then matured by express terms.

foreclosure thereof, or by suit at law, or both, this same all of said indebtedness had then matured by express terms.
It is agreed by the grantor, that all expenses and disbursements paid or incurred on behalf of claimants in connection with the foreclosing of the same, including reasonable attorney's fees, costs, and expenses, and other incidental expenses, shall be paid by the grantor, and the title to and possession of all real property so foreclosed, shall be held by the grantee, 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 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 dissolved, nor a release 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 the grantor, shall be liable for all costs, taxes, expenses, and attorney's fees in such foreclosure proceedings, and agree, that upon the filing of any bill to foreclose the 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 and grantor, or without his consent, take possession of, or charge and imprison with power to inflict the rents, issues, and profits of the said premises.

In the event of the death, removal or absence from such County of the grantee, or of his refusal or failure to act, then

Thomas F. Bussey

THOMAS F. BUSSEY of said County is hereby appointed to be first successor in this trust, and if for any like cause and 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

W. H. D. *John*

A.D. 1188

158014

(SEAL)

(SEAL)

(SEAL.)

12 00

UNOFFICIAL COPY

卷之三

Box No. 146

1921 N. Monitor

10

DENNIS S. KANAHA, Trustee

Lake View Trust & Savings Bank
2201 N. Ashland

THIS INSTRUMENT WAS PREPARED BY:
Western Home Heating Co., Inc.

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

OFFICIAL SEAL
PAUL M. JOHNSON
MAYOR OF CHICAGO
ILLINOIS

..... day of July A.D. 1988
I, John Smith, under my hand and Notarial Seal, this

I, NOTARY PUBLIC, do solemnly swear that the foregoing instrument, nowhere else before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument
personally known to me to be the same person whose name is
subscribed to the foregoing instrument.

Gummiyut Cook
Gummiyut Cook
Gummiyut Cook

6667857