

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor SPENCER SUTTON & Irene Sutton, his wife 88077875

of the City of CHICAGO, County of COOK and State of ILLINOIS for and in consideration of the sum of TEN THOUSAND SIX HUNDRED & 00/100 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 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 21 IN SECTION 14, TOWNSHIP 34N, RANGE 13E, EAST OF THE THIRD PLANK ROAD IN COOK COUNTY, ILLINOIS.

PERMITS: EHO 88077875
PERMITS: ALL ESTATE INDEX NUMBER 14 04 801-031
COMMONLY KNOWN AS: 5442 W HADDON, CHICAGO, ILL
-88-077875

Hereby 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. WHEREAS, The Grantor's SPENCER SUTTON & IRENE SUTTON (Res. wife) justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 166.91 each until paid in full, payable to CHICAGO AIRBARS AND CONSTRUCTION AND ASSIGNED TO LAKELAND TRUST AND SAVINGS BANK

DEPT-01 \$12.00
14444 TRNN 0701 02/23/88 15:14:00
#7862 # 11 * - 88 - 077875
COOK COUNTY RECORDER

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as provided 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 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 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 insure, or pay taxes or assessments, or the prior incumbrances or 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 incumbrances, and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately, without demand, at 4% 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 above said 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 to time at the rate of 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; 9. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance with the foregoing provisions, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and any other costs and charges 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; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid by the grantor, and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether the decree of sale shall have been entered or not, shall be binding upon the grantor, and shall be given, until all such expenses and disbursements, and the costs of said foreclosure, solicitor's fees have been paid; 11. The grantor, as sole grantor, and as sole trustee, shall appoint an administrator 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 grantor, or of his refusal or failure to act, then, Thomas F. Bussey of said County is hereby appointed to be the 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 grantor 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 27th day of October A. D. 1987

Spencer Sutton (SEAL)
Irene Sutton (SEAL)
THIS INSTRUMENT PREPARED BY: Samuel Schneider (SEAL)
Walter H. Fulmer, Jr. (SEAL)
CHICAGO, IL 60646 (SEAL)

12.00

UNOFFICIAL COPY

Box No. 146

Trust Deed

Spencer Sutton & Irene Sutton (his wife)
5442 W. Haddon
Chicago, IL

TO

DENNIS S. KANARA, Trustee

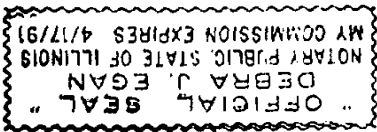
LAKE VIEW TRUST & SAVINGS BANK
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Chicago Lumber
2344 N. Cicero
Chicago, IL 60639

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

Property of Cook County Clerk's Office



Notary Public

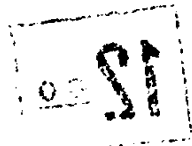
Debra J. Egan

day of *October* A. D. 19 *87*

I, *DEBRA J. EGAN*, under my hand and Notarial Seal, this *27th* day of *October*, 19 *87*, personally known to me to be the same persons, whose names, *ONE*, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the *X* signed, sealed and delivered the said instrument as *free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.*

Notary Public in and for said County, in the State aforesaid, Do hereby certify that *SPENCER SUTTON & IRENE SUTTON (his wife)* are the persons who have subscribed to the foregoing instrument.

51824098



State of *Illinois* County of *Cook* ss. }