

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor 88089045

MILLARD E. GARRISON, A Married

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of \$100,000.00 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 145 in Block 145 of the Chicago Building Trust, Chicago, Cook County, Illinois. The said premises are described as follows: ...

88089045

Compared by ...

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 MILLARD E. GARRISON, A Married, justly indebted upon ONE retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$2,372.22, each, until paid in full, payable to ...

See State Court Records ...

THE GRANTOR covenants and agrees as follows: 1) To pay said indebtedness, and the interest thereon, as and when due, according to the 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 be 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; 7) in the event of failure so to insure, or pay such taxes or assessments, or the profit income taxes in the interest thereon when due, the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien in title affecting said premises or pay all prior encumbrances 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 at the rate from the date of payment of seven per cent, per annum, shall be so much additional indebtedness secured herein; 8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and interest, shall be due to 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, until the receipt of the foreclosure thereof, or by suit of law, or such 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 accrued in or out of compliance with the provisions of this indenture, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of printing or stamping checks or showing the whole time of and proceeds of any suit or proceeding, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be in addition to any other 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 be a lien in favor of the trustee, executor, administrators and assigns of said grantor, and shall be paid by the grantor. The grantor, in said grantor, and the trustee, executor, administrators and assigns of said grantor, waive all right to the proceeds 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 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 the reasonable charges.

Witness the hand and seal of the grantor this 15th day of August, 1977 A.D. 1977

MILLARD E. GARRISON

SEAL: SEAL: SEAL: SEAL:

