

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor

Fred Lyles

88109381

of the City of Chicago, County of Cook, and State of Illinois

for and in consideration of the sum of Eleven Thousand One Hundred Forty Three & 44/100 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:

The West 14 feet 7 inches of Lot 36 and the East 13 feet and 13 inches of Lot 35 in Block 5 in Lambert's Tree's Subdivision of the West Half of the North West Quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian.

COMMON PROPERTY AS: 2838 N. Adams, Chicago Illinois

PERMANENT TAX NO: 16-14-105-000

CADALL UN

Hereby conveying all existing rights under and by virtue of the homestead exemption laws of the State of Illinois

In Trust, notwithstanding for the purpose of securing performance of the covenants and agreements herein

Witness His Hand: Fred Lyles

partly indebted upon one retail installment contract bearing even date herewith, providing for 32 installments of principal and interest in the amount of \$2,477.77 each until paid in full, payable to

CORV CONSTRUCTION CORP. ASSIGNED TO LAKEVIEW TRUST AND SAVINGS

The grantor covenants and agrees to pay said indebtedness and the interest thereon as herein and in said notes provided or according to any agreement extending time of payment, to be paid prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that have been destroyed or damaged, to first waste for said premises that has been committed or suffered, 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 first to the Trustee or Mortgagee, and second to the Trustee hereof as the interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, to pay all taxes, assessments, and the interest thereon, at the time or times when the same shall become due and payable. In the event of any failure to pay taxes or assessments, or the principal or interest thereon when due, the trustee or the holder of said indebtedness, may procure such insurance to pay such taxes or assessments, to discharge or purchase the tax lien or lien affecting said premises, and all other encumbrances and the interest thereon from time to time and to collect and pay the same, to agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, the amount of such additional indebtedness so incurred. In the event of breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the trustee or the holder of said indebtedness, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent per annum, shall be recoverable by the trustee or the holder of said indebtedness in the same manner as if said indebtedness had then matured by express terms. The trustee or the holder of said indebtedness may also, in addition to the expenses and disbursements paid or incurred in behalf of compliance in connection with the foregoing, and including reasonable and lawful out of pocket disbursements or other extraordinary charges, cost of preparing or comparing abstract showing the whole title of said premises, including foreclosure decree and report to the grantor, and the like expenses and disbursements, incurred by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness to which may be a party, shall 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 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 said proceeding, whether or not a decree of sale has been paid. The grantor, for said grantee, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of and income from said premises pending such foreclosure proceedings, and agrees that upon the filing of any such foreclosure decree, 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

In his presence at the death, term 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 cause said first successor fails 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 32 day of July, A. D. 1969

Fred Lyles

SEAL
SEAL
SEAL
SEAL

88109381

UNOFFICIAL COPY

Box No. 144

Trust Deed

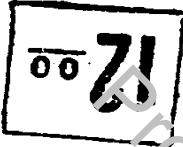
Fred Lyles
3838 N. Indiana
Chicago, Ill.

TO
DENNIS S. KANARA, Trustee

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

THIS INSTRUMENT WAS PREPARED BY:

CORY CONSTRUCTION CORP
6316 N. CIGERO
CHICAGO, IL 60646
Alex Eisenberg
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180



-88-109381

Property of Cook County Clerk's Office

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T#4444 FRAN 1156 03/16/88 14:00:00
#4393 # D *-88-109381
COOK COUNTY RECORDER

18C60188

State of Illinois }
County of Cook }

I, Alex Eisenberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Fred Lyles

personally know 1 to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

given under my hand and Notarial Seal, this 22nd day of Oct A. D. 1988

Fred Lyles
Notary Public