

This Indenture, WITNESSETH, That the Grantor Louis G. Gans, and Patricia K. Gans, HIS WIFE

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand, Six Hundred, Seventy-One, & 60/100 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 70 (except that part thereof lying N.E. 1/4 of a line drawn from a point on the N.E. 1/4 line of lot 70, 33.23 feet North Westerly of most North Easterly corner of said lot 70 to a point on the Southeastly line of Lot 70, 63.46 feet South Westerly of said most North easterly corner of Lot 70 in Edgebrook Park First Addition, being a Subdivision part of Lot 4 in Assessor's Division of Lot 2 in Billy Caldwell's Reserve in Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Doc. No. 8754510213 Permanent Tax No. 13-04-417-014 Property commonly known as: 5814 N. Louise, Chicago, Il. 60646

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 Louis G. Gans, and Patricia K. Gans, HIS WIFE

justly indebted upon one one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 127.86 each until paid in full, payable to

Lake View Bank ASSIGNED FROM SAINT FENCE CO. D/B/A KORBBLATTI 3201 N. Ashland Ave. Chicago, Il. 60657

The Grantor covenants, and agrees 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 on demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to rebuild or restore 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 first, 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.

In the event of failure to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all incumbrances and the interest thereon from time to time, and if money so paid, the grantor agrees 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 earned interest 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 AORSEEN by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises including foreclosure decree - shall be paid by the grantor, 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 lien 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 a release hereof 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 said grantor, shall give up 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 and 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 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 handS. and seal S. of the grantor S. this 23rd day of February A. D. 19 88

Handwritten signatures of Louis G. Gans and Patricia K. Gans with four (SEAL) marks.

88129766

UNOFFICIAL COPY

Trust Deed

Box No. 146

Louis & Patricia Gross
5814 N. Kaulise
Chicago, Ill. 60646

TO

DENNIS S. KANARA, Trustee

LAKE VIEW TRUST & SAVINGS BANK

3201 N. ASHLAND AVE.

CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Janet G. Delafollett
1881 N. Moho

Chicago, Ill. 60614

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

12⁰⁰

DEPT-01 912.00
#4444 TRAN 1448 03/30/88 09:30:00
#8429 # D * 88-129766
COOK COUNTY RECORDER

88-129766

"OFFICIAL SEAL"
R. DAVID FELD
Notary Public, State of Illinois
My Commission Expires 6/23/91

I, R. David Feld, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis G. Gans, and Patricia K. Gans, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 Twenty-Third, (23rd), day of February, A. D. 19 88).

Notary Public

R. David Feld

99762198

H154549