

THIS IS A JUNIOR MORTGAGE 89436103

This Indenture, Payton

WITNESSETH, That the Grantor

Laura E. Payton & Savannah

89436103

of the CITY of CHICAGO, County of COOK and State of ILLINOIS  
for and in consideration of the sum of TWELVE THOUSAND EIGHT HUNDRED + EIGHT \$2100 - 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 20 AND THE SOUTH 10 FEET OF LOT 19 IN BLOCK 4 IN TREELE'S RIDGE VIEW SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD AND GENERAL REAL ESTATES TAXES FOR THE YEAR 1984 AND SUBSEQUENT YEARS

Commonly known as 10416 Oakley Chicago  
P.I.N. - 25-07-309-055

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 LAURA E. PAYTON & SAVANNAH PAYTON

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 152.48 each until paid in full, payable to SOUTHSIDE CONSOLIDATED MECHANICAL SERVICES, INC. ASSIGNED TO LASALLE BANK LAKE VIEW

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COOK COUNTY RECORDER

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 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 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 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 the prior incumbrances or the interest thereon when due, the grantee 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 any all prior incumbrances 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 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 or mad 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 AGREED 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, a directing foreclosure decree - shall be paid by the grantor, and the like expense 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 added 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 binding, nor 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 by his heirs, executors, administrators and assigns of said grantor, do hereby 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 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 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 hand and seal of the grantor this 15th day of August A. D. 19 89

Laura E. Payton  
S. Savannah Payton

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

89-436103

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UNOFFICIAL COPY

Box No. 146

# Trust deed

James J. Haggan & Jackson  
10016 S. Halsted  
Chicago, Ill. 60643

TO

DENNIS S. KANARA, Trustee  
3001 N. Ashland  
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

Anthony J. Jones  
Howard Jones  
1045 S. Dearborn  
Chicago, Illinois 60643

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657  
312.525.2180

Property of Cook County Clerk's Office

I, Laura S. Savanna, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laura S. Savanna personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she 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, 18th day of August, A. D. 19 89.

Notary Public

Laura S. Savanna

State of Illinois }  
County of Cook }  
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