

This Indenture, WITNESSETH, That the Grantor Michael G. Heamon Kathleen J. Heamon Ronald J. Heamon Judith A. Heamon Denis B. French Michael K. French of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Five Thousand Six Hundred Eighty Nine & 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 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 23 and the 5/8 of Lot 22 in Block 1, in Dickays and Baker's Sub at that part of the W 1/2 of the 1/4 of the N.W. 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, N. of the Center line of Grand Avenue, in Cook County, ILLINOIS. Commonly known as 2315 N. Grand Avenue. See Estate Index # 13-33-102-021.

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

WITNESSETH, The Grantor, Michael G. Heamon, Kathleen J. Heamon, Ronald J. Heamon, Judith A. Heamon, Denis B. French, Michael K. French, justly indebted upon \$150.05 retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$150.05 each until paid in full, payable to AD Dec Builders Inc. assigned to Co State Bank/

DEPT-01 TW444 TRAN 4816 01/13/80 03:04:00 #4477 # D \*-88-021769 COOK COUNTY RECORDER \$12.00

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon as hereinafter provided, 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 the said Mortgagees or Trustees 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 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 accrued 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 Arranged by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure proceedings, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and being foreclosure done as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements, as incurred by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discharged, 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 the heirs, executors, administrators 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 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.

89021769

Witness the hand and seal of the grantor this 20 day of April, 1980 A. D. 1980

X Kathleen J. Heamon (SEAL)
X Ronald J. Heamon (SEAL)
X Denis B. French (SEAL)
X Michael K. French (SEAL)
X Michael G. Heamon

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89021769

UNOFFICIAL COPY

Box No 176

# Trust deed

Michael E. Kennedy ET AL  
3315 N. Karlov  
Chicago IL 60637  
TO

DENNIS S. KANARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

*H & De Blois*  
3037 W. Northside  
11490 IL 60618  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

Property of Cook County Clerk's Office

OFFICIAL SEAL  
RICHARD H BAKER  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXPIRES APR. 10, 1981

89021769

I, *Richard H. Baker*, Notary Public in and for said County, in the State aforesaid, do hereby certify that *Michael E. Kennedy, Dennis S. Kanara, Kathleen Heenan, Kathy Heenan, Robert Heenan, and Susan Heenan* personally known to me to be the same person as whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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. Witness my hand and Notarial Seal, this *17th* day of *April*, A. D. 198*8*.

Notary Public.

State of Illinois  
County of Cook

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