

UNOFFICIAL COPY

30/3/88/XXX

This Indenture, WITNESSETH, That the Grantor *William H. Butler, Divorced*

89021774

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Four Thousand Eight Hundred Four 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 and premises, situated

in the City of Chicago County of Cook and State of Illinois, to-wit:

*THE SOUTH 4 1/2 FEET OF LOT 1 IN BLOCK 17 IN CREAM AND BRENNAN'S FAIRVIEW PARK SUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS IN CROSBY AND OTHERS SUBDIVISION OF THE SOUTH 1/2 (WEST OF RAILROAD) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE NORTH 38 1/2 FEET OF THAT PART OF THE WEST 1/2 OF BLOCK 17 LYING SOUTH OF THE NORTH 252 FEET OF SAID BLOCK (EXCEPT THE EAST 8 FEET THEREOF), IN CROSBY AND OTHERS SUBDIVISION OF THE SOUTH 1/2 (WEST OF RAILROAD) IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 9225 S. ADA CHICAGO, ILLINOIS
PERMANENT TAX NO: 25-05-313-008*

89021774

Hereby releasing and waiving all rights under and by virtue of the home lead 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 *William H. Butler, Divorced*

justly indebted upon one real estate installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 133.77 each until paid in full, payable to

ARABAL HEATING SERVICE AND SUPPLIES CO., INC.

ASSIGNED TO LAKEVIEW TRUST AND SAVINGS BANK

DEPT-01
T#4444 TRAN 4816 01/13/88 03:05:00
#4482 # D *-88-021774
COOK COUNTY RECORDER \$12.00

THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness and the interest thereon as provided in said notes provided, or according to any agreement extending time of payment, 2. to pay prior to the last day of June in each year all taxes and assessments against said premises, and on demand to submit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged, (4) that waste on 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 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 for and renew 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 so to insure or pay such taxes or assessments, or the interest thereon when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge any lien or title affecting said premises or pay off or incumbrances and the interest thereon from time to time, and all money so paid by the grantor shall be repaid to the grantor with interest at the rate of seven per cent, per annum, shall be so much additional indebtedness on the part of the grantor.
IN THE EVENT of a breach of any of the aforesaid covenants and agreements, the state 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 the state of the loan from time to time, as such, seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if it were a loan to be repaid by a fixed term.
IT IS AGREED by the grantor that all expenses and disbursements, and all charges, fees, and costs of all legal proceedings in connection with the foreclosure of said indebtedness, including reasonable attorneys fees, outlays for documentary evidence, storage of papers, and all expenses of the grantor in carrying out the provisions of this indenture, shall be paid by the grantor, and the like expenses and disbursements, and all charges, fees, and costs of all legal proceedings in connection with the foreclosure of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements, and all charges, fees, and costs, 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 proceedings, whether decrees 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 cost of carrying out the provisions of this indenture, have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of said premises 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 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

Witness the hand and seal of the grantor this 15 day of December 1988
X William H. Butler (SEAL)

89021774

\$12.00

UNOFFICIAL COPY

Box No. 144

Trust Deed

Dr. Daniel W. Butler

9325 S. Ash

Chicago, Ill. 60650

TO

DENNIS S. KANARA, Trustee

3201 N. Ashland Ave

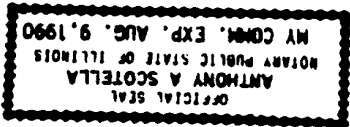
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:
Amal Kumbhar Services Pw/M/LLC/CA/LLC
55 P. S. Ashland Chicago, Ill. 60650

LARGE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE CHICAGO, ILL 60657
312525-2180

Property of Cook County Clerk's Office

89021774



I, Anthony A. Scotella, Notary Public in and for said County, in the State aforesaid, Do hereby Certify that WILLIAM H. BATHLEIN personally known 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 to me 15 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 15 Given, under my hand and Notarial Seal, this 15 day of Dec A D 1988

Notary Public: Anthony A. Scotella

State of Illinois }
County of Cook }