

36-56493

This Indenture, WITNESSETH That the Grantor Lowell E. Moss & Laura J. Moss (J)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Five thousand five hundred & seventeen...&.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:

2010 S. 11th Street, Maywood, Illinois 60153 The S. 6 feet, 8 inches of Lots 168 & 159 (except the S. 10 feet thereof) in Cummings & Foreman's Real Estate Corporation, Harris Street & 9th Avenue Subdivision in the SE 1/4 of Section 15, Township 09 N., Range 12, East of the Third Principal Meridian, according to Plat recorded February 9, 1924 as Document #8278599 in Cook County, Illinois.

FIN# 15-15-421-021

DEPT-01 \$12.00

TM4444 TRAN 4816 01/13/88 03:07:00

#4490 # ID *--FB--021782

COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

Is Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantors Lowell E. Moss & Laura J. Moss (J)

justly indebted upon one certain indenture contract bearing even date herewith, providing for 60

installments of principal and interest in the amount of \$ 91.96 each until paid in full, payable to

Lakeview Trust & Savings Bank ASSIGNED FROM ABC Chicago 11/8

THE GRANTOR covenant and agree 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 while in 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 Mortgagee or Trustee, and 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 profit account stated, 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 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 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 charges, cost of procuring or completing abstract showing the whole title of said premises, and any other necessary disbursements, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 in addition to then upon said premises, shall be added to costs and included 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 stayed, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitors fees 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, 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

89021782

Witness the hand and seal of the grantor, this 06 day of June A. D. 1988

Lowell Moss (SEAL)

Laura Moss (SEAL)

(SEAL)

(SEAL)

89021782

#12-

UNOFFICIAL COPY

Box No.

146

Trust Deed

Lowell & Laura Moss
2010 S. 11th
Maywood IL 60153

TO
DENNIS S. KANARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pat Clegg HIL

1821 W. Lincoln

Chicago IL 60608

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

Property of Cook County Clerk's Office

89021782

I, *Laura E. Moss*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Lowell E. Moss & Laura J. Moss, (j)* 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 they, signed, sealed and delivered the said instrument to me, and voluntarily 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 *06* day of *June*, 19*88*.

Laura E. Moss
Notary Public

State of Illinois }
County of Cook }