

This Indenture, WITNESSETH, That the Grantor Charles Frazier & Roberta Matthews (J)

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Six thousand ninety-eight...% .40/100 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: 8027 S. Maplewood, Chicago Illinois 60652 Lot 30 in Block 6 in First Addition to Hinkamp & Company's Western Avenue Subdivision, being a Subdivision of the NE 1/4 of the NE 1/4 of Section 36, Township 38 N., Range 13, East of the Third Principal Meridian (except the W. 33 feet for Railroad & except part for Western Avenue & 79th Street) in Cook County, Illinois.

PIN# 19-36-213-009

DEPT-01 \$12.00 T#1444 TRAN. 5434 02/15/89 09:47.00 #5796 # D \*-89-070518 COOK COUNTY RECORDER

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 Charles Frazier & Roberta Matthews (J)

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 101.64 each until paid in full, payable to Lakeview Trust & Savings Bank Assigned From Acc CHgo NTB

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THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as provided, or according to any agreement extending time of payment, (2) to pay prior to the first day of due 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 to, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee as said 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 so insure, 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 agree 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 of said including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole to lot of said premises embracing foreclosure decree 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 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 dismissed, 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 be 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. Bussay 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 11 day of January A. D. 19 89

X Charles Frazier (SEAL) X Roberta M. Matthews (SEAL)

#12-

UNOFFICIAL COPY

Box No. 146

# Trust Deed

Charles Frazier Roberts & Partners  
8077 S. Maplewood  
Chicago IL 60611

TO  
DENNIS S. KANARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Flora M. Hite  
1821 N. Dearborn  
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

I, Flora M. Hite  
 County of Cook Illinois  
 do hereby certify that Charles Frazier & Roberts Mathews (P)  
 personally known to me to be the same persons, whose names \_\_\_\_\_  
 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 \_\_\_\_\_ day of January, 1989.  
 Notary Public  
Flora M. Hite

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