

# UNOFFICIAL COPY

89171733

34-52666

## This Indenture,

WITNESSETH, That the Grantor

LILLIE HODGES (SPINSTER)

of the CITY . . . . of CHICAGO . . . . County of COOK . . . . and State of ILLINOIS

for and in consideration of the sum of THREE THOUSAND, FOUR HUNDRED FIFTEEN AND 68/100 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 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:

The N 42 feet of Lot 2 in Resub of Lots 1, 2, & 3 in  
Block 2, in Merricks Subdivision of the West 1/2 of the North  
West 1/4 of Section 9, Township 39, North Range 13, East of  
the Lincoln Principal Meridian being Block 2 in Bridges Addition  
to Chicago, in Cook County, IL.

Commonly Known as 1013 W. Ridgeway, Chicago, Illinois  
P.I.N. # 16-09-118-000-0000

Herby 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 is  
justly indebted upon **LILLIE HODGES** **48**  
installments of principal and interest in the amount of **71.18**, each until paid in full, payable to

**PAUL CONSTRUCTION COMPANY, INC., ASSIGNEE TO LASALLE LAKEVIEW  
BANK & TRUST.**

The Grantor . . . . covenant . . . . and agree . . . . as follows: (1) To pay and indebtedness, and the interest thereon herein and in said notes provided, or according to any agreement, including time of payment; (2) to pay prior to the first day of May in each year, all taxes and assessments of said premises, and on demand to exhibit records thereto; (3) within sixty days after destruction or damage to any building or improvements on said premises, if such have been destroyed or damaged; (4) that should be used or occupied, not be committed or suffered; (5) to keep all buildings, structures or any part thereof, in good repair, to be maintained by the grantor herein, in a manner satisfactory to place such items, in compensation acceptable to the holder of the first mortgage indebtedness, with insurance at least payable first, to the first Trustee, in sums, and, second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor or trustee until the indebtedness is fully paid; (6) to pay all other encumbrances, and the interest thereon, at the times or times when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the price of curtail braces or the interest thereon when due, the Trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the price of curtail braces or the interest thereon when due, the Trustee or the holder of said indebtedness 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.

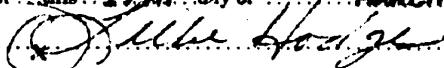
In the Event of a breach of any of the above and covenants or agreements the whole of said indebtedness, including principal and unearned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, 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 plaintiff in connection with the foreclosing of -- including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a abstract showing the whole title of said premises and embracing foreclosed decree -- shall be paid by the grantor . . . . and the like expenses 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 item upon said notes, shall be added thereto and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree or bill shall have been entered or not, shall not be dismissed, nor a release given, until all such expenses and disbursements, and the costs of suit, and other expenses thereon have been paid. The grantor . . . . for said grantee, and for the heirs, executors, administrators, and assigns of said grantee, will waive all right to the payment of, the holding of, and the presentation of, the home tract, if no partition pending such foreclosed proceeding, and agree . . . . that upon the filing of any bill to foreclose this indenture, the court to 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 of charge of said premises 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, these

any like cause as his 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 such successor to this trust, and if for any like cause as his 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 such successor to this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said provision to the party entitled, on receiving his reasonable charges.

Witness the hand . . . . and seal . . . . of the grantor . . . . this . . . . 27<sup>th</sup> . . . . day of MARCH . . . . A.D. 1989



(SEAL)

(SEAL)

(SEAL)

Box No... / 46

128/11 UNOFFICIAL COPY

Urge! Read

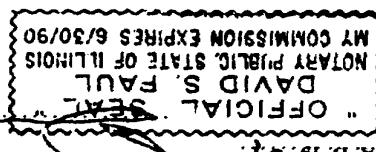
TO  
DENNIS S. KAMARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

LaSalle Bank Lake View

COOK COUNTY MORTGAGE  
REGISTRY DEPT.  
TRM 6525 04/18/89 15:46:00  
DEPT-Q1 89171733  
\$12.00

69171733



I, *David S. Faul*,  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that *A. Hill*, *A. Odegs*,  
personally known to me to be the name person whose names  
instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument  
free and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead  
in all free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of Cook  
State of Illinois  
} 85.