

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 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:

The N 42 feet of Lot 2 in Resub of Lots 1, 2, & 3 in Block C, 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 THIRD PRINCIPAL MERIDIAN BEING BLOCK 2 IN BRIDGES ADDITION TO CHICAGO IN COOK COUNTY ILL.

Commonly Known As 1013 W. RIDGEWAY Chicago, ILLINOIS P.I.N. # 16-09-118-002-0000

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

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 71.16 each until paid in full, payable to

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

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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, by what said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to real estate, to cause all buildings or improvements on said premises that may have been destroyed or damaged; (4) that water to used on said premises shall not be committed or suffered; (5) to keep all buildings, now or at any time on said premises issued in compliance with any order of the first Trustee or Mortgagee, and to cause to place such water, in compliance with the order of the first mortgage indebtedness, with a release which is payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy shall be left in and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 prior encumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may require such insurance, or pay such taxes or assessments, or discharge or purchase any lien or file affecting said premises, or pay all prior encumbrances 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 percent per annum, shall be so much additional indebtedness owing by hereto.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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 percent 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 term.

It is AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of - including reasonable attorney fees, outlays for documentary charges, stenographer's charges, cost of procuring or completing abstract having the whole title 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 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 lien upon said premises, shall not be satisfied as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree or sale shall have been entered or not, shall not be dismissed, nor a release be 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 by the heirs, executors, administrators and assigns of said grantor, do hereby assign to the complainant, all rights in the premises of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust, 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 second successor in this trust, and if for any like cause as a 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 executor in trust, shall deliver said premises to the party entitled, or receiving his reasonable charges.

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

Lillie Hodges (SEAL) (SEAL) (SEAL) (SEAL)

89171733

UNOFFICIAL COPY

Box No. 146

Trust deed

DENNIS S. KANARA, Trustee

TO

THIS INSTRUMENT WAS PREPARED BY:

LoSato Bank Lake View

89171733

COOK COUNTY RECORDER

TRM/A TRM 6525 04/18/89 15.46:00

89171733

Property of Cook County Clerk's Office

OFFICIAL SEAL
DAVID S. PAUL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/90

Notary Public

David S. Paul

day of March A.D. 1989

I, *David S. Paul*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Kylie H. Dees* personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

89171733

State of Illinois }
County of Cook }
ss.