

UNOFFICIAL COPY ^{76-544??} JUNIOR MORTGAGE

89171737

This Indenture, WITNESSETH, That the Grantor Bruce Wallenberg, a bachelor

of the city of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Nine Thousand Eighty Eight —56/100 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:

Lot 17 in Block 1 in Pierce's Addition to Hoistein, said Addition being a subdivision of the N. 1/2 of the SW 1/4 & a part of the S. 1/2 of the SW 1/4 of Section 31, Township 40 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 2031 W. Armitage. Pin: 14-31-30-016

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 Bruce Wallenberg, a bachelor

justly indebted upon CDO retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 252.46 each until paid in full, payable to Lincoln Furnace Service assigned to LaSalle Bank Lakeview

THE GRANTOR covenants and agrees 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 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 acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to first, in the first Trustee or Mortgagee, and, in the event of fire or other casualty, the proceeds of such insurance shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay, as soon as the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) to pay, all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) in the event of failure to insure, or pay taxes or assessments, or the prior incumbrances 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; (9) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (10) it is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance with the foreclosure proceedings, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including reasonable expenses 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 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 to be paid, and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale still has been entered or not, shall not be suspended, 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, by said grantor, and her 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 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 shall 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 20th day of November A. D. 19 88

Bruce Wallenberg (SEAL)

Dennis S. Kanara (SEAL)

(SEAL)

(SEAL)

89171737

UNOFFICIAL COPY

Box No. 146

Trust deed

Grace Halperberg
3643 N. Massachusetts
Chicago, IL 60614

TO
DENNIS S. KANARA, Trustee

TRUSTEES NATIONAL BANK
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

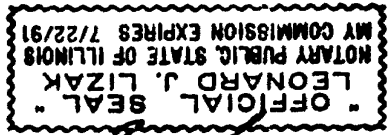
THIS INSTRUMENT WAS PREPARED BY:

Kanara Enterprises Ltd
3650 N. DuSable
Chicago, IL 60647
KANEKAWA TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

89171737

Property of Cook County Clerk's Office

DEPT-01 812.00
7M444 TRM 6525 04/18/99 15:47:00
04938 # D # 09-12737
COOK COUNTY RECORDER



11/15/99

Leonard J. Lizaq

Given under my hand and Notarial Seal, this *18th* day of *November*, A. D. 19 *98*

as *His*, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument, appeared before me this day in person, and acknowledged that *he* signed, sealed and delivered the said instrument personally known to me to be the same person *whose name* subscribed to the foregoing

I, *Leonard J. Lizaq*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Grace Halperberg*

State of Illinois }
County of Cook }
5th