

# UNOFFICIAL COPY

64-52227

90445320

## This Indenture,

WITNESSETH, that the Grantor

Henry J. & Maria A. Grimaldi (A. W. K. & wife)

of the City of Chicago, County of Cook

and State of Illinois

for and in consideration of the sum of \$7,500.00 (\$7,500.00) 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 City of Chicago, in the County of Cook, Illinois,  
Situated on the SW 1/4 of the NW 1/4 of the 1st Ward, in the  
40th Street and 1/2 block from the 1st Street, in the block  
and building number 6700.

Conveyed this 11th day of September, 1962

90445320

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois  
to the sum nevertheless, for the purpose of securing performance of the covenants and agreements herein

Witness vs. The Grantors HENRY J. & MARIA A. GRIMALDI (A. W. K. & wife)

justly indebted upon

One (1) note, assignment contract bearing even date herewith, providing for 120

installments of principal and interest in the amount of \$62.50 due monthly each until paid in full, payable to

RECEIVED, the City of Chicago, County of Cook, Illinois  
Dated: SEPTEMBER 11, 1962

The Grantor, covenants and agrees as follows: 1. To pay all indebtedness and the interest thereon, both and in such 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 on said premises, and an demand for value received therefor, 3. Within sixty days after destruction or damage to refund or restore the buildings or improvements, so as to make them whole again if destroyed or damaged, 4. That grants and premises shall not be committed or suffered, 5. To keep all buildings now and hereafter built on said premises in repair and in a neat and orderly condition to be selected by the grantor herein, who is hereby directed to place such obligation in companies acceptable to the holder of the first mortgage or indebtedness, without loss or attorney's payable next to the first Trustee or Mortgagee, 6. Trustees until the indebtedness is fully paid, 6. To pay all prior indebtedness and the interest thereon at the time of sale, when the same shall be due and payable.

In case of failure to pay such taxes or assessments or discharge or pay back rent or interest, including said premises, to pay all prior indebtedness and the interest thereon from the date of payment at seven percent per annum, and the amount so paid by the grantor, agrees to repay immediately without demand and the same amounts to the trustee from the date of payment at seven percent per annum.

In case of a breach of any of the above conditions, the grantor agrees to pay all debts including principal and the unpaid interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and the holder of the same may sue for the same in any court of competent jurisdiction, and the same shall be recoverable by foreclosure thereof, or by suit at law, or both, the same at the rate of six percent per annum, and the same shall be recoverable by the party entitled.

It is agreed by the grantor, 1. All legal expenses and disbursements of the holder of the first mortgage or indebtedness, including attorney's fees, recording, solicitors fees, and any other documentary expenses, chromatograph, stamp, and other expenses incident to the making of this trust, to whom the whole title of said premises including the part of said indebtedness, shall be paid by the grantor, 2. And the expenses of all documents, suits, and proceedings wherein the grantor or his holder of the part of said indebtedness, as such may be a party, shall be paid by the grantor. All such expenses and legal expenses shall be an addition of the rent and premises, same to be paid as costs and included in the rent that is to be rendered in such time of any proceeding, when rendering the same. Receipt of same shall have been rendered or not, shall not be deemed, as well as the burden of proof, to affect the validity of the same. 3. The grantor, for and granted, and on the behalf of the executors, administrators, and assigns of said grantor, waives, right to the possession of and income from said premises pending such fore-lease proceedings, and agrees, that upon the filing of any bill to foreclose this Trust Deed, the court on which such bill is filed, may stay 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 case of the death, removal or absence from said

Cook

County of the grantee, or of his refusal to future to act, then

Thomas F. Bussey, of said County is hereby appointed to be first successor in the trust, and if for any like cause said first successor should 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

15 day of

July,

A. D. 1962

Henry J.  
Maria A. Grimaldi

SEAL

SEAL

SEAL

BOX  
140

1300

## UNOFFICIAL COPY

Trust Deed

Heidi K. Hickman  
1943 N. Lakeview  
Chicago IL 60657

TO

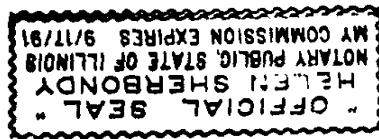
DENNIS S KANARA, Trustee

LASALLE BANK LAKE VIEW  
 3201 N. ASHLAND AVE.  
 CHICAGO, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

DENNIS S KANARA, Trustee  
3201 N. ASHLAND AVE.  
CHICAGO, IL 60657  
 LAKE VIEW TRUST AND SAVINGS BANK  
 3201 N. ASHLAND AVE CHICAGO IL 60657  
 312 525 2160

DEPT-01 RECORDING \$13.00  
 TEL1111 TRAN 5904 09/12/90 11154:00  
 \$8794 + A # - 90-445320  
 COOK COUNTY RECORDER



Notary Public

day of September 18, 1990 A.D.

I, Heidi K. Hickman, Notary Public in and for said County, in the State of Illinois, do hereby certify that  
 personally known to me to be the same person to whom name DENNIS S KANARA is subscribed to the foregoing  
 instrument, appeared before me this day in person, and acknowledged that he/she is signing, sealed and delivered and delivered the said instrument  
 in my presence, upon his/her own free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, Heidi K. Hickman, Notary Public in and for said County, in the State of Illinois, do hereby certify that  
 a Notary Public in and for said County, in the State of Illinois, do hereby certify that  
 I,

County of Cook State of Illinois  
 } H.S.