

This Indenture, WITNESSETH, That the Grantor David and Monyette Linnear

of the C.T.Y. of Ch. Co. County of Cook and State of Ill.
for and in consideration of the sum of Eight Thousand Seven Hundred and 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:
The N. 28 feet of the N. 125 feet of Lot 7 in the Division of the N. 10 acres of the NW 1/4 of the NW 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known as : 1459 W. Bryn Mawr
PTN. # 14-08-101-008

DEPT-01 RECORDING 13.00
#4444 TRAN 2782 02/01/90 10:45:00
#9184 # 10 * - 90 - 053287
COOK COUNTY RECORDER

Heroby 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 David & Monyette Linnear

justly indebted upon one real estate installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 34.59 each until paid in full, payable to The Financial Center Assigned To LaSalle Bank Lakeview

The Grantor... covenant... and agree... 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 upon 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 grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached; (6) to pay to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee of 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... 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 foregoing covenants or agreements the whole of said indebtedness, including principal and all earned 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 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 solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract during 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... shall be paid by the grantor... All such expenses and disbursements shall be an additional lien upon said premises, which lien shall be as valid 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 assumed, 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 grantee... and/or his 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 Debt, 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 foregoing 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 1990 day of December A. D. 1989
David Linnear (SEAL)
Monyette Linnear (SEAL)

1200

90053287

UNOFFICIAL COPY

Box No. 144

Trust Book

David & Nonnette Linear
2206 Oakwood
Munster, IN 46321

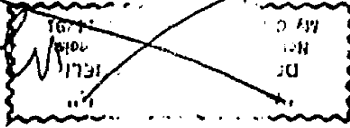
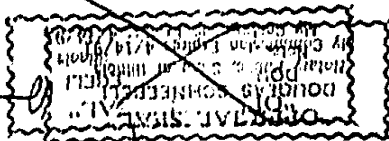
TO
DENNIS S. KANARA, Trustee

TASKED BANK TRUST VIEW
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60607

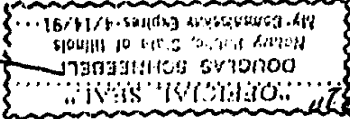
THIS INSTRUMENT WAS PREPARED BY:

Financial Center
420 Norman Lane
Roselle, IL 60172
LaSalle Bank Lake View

Property of Cook County Clerk's Office



I, Douglas Schneebel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the same person Dennis Kanara, whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as his 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 20th day of December, A. D. 19 89



[Signature]
Notary Public

48235006

State of Illinois }
County of Cook }