

90053296 26-56951

This Indenture, WITNESSETH, That the Grantor ... Carroll Ferguson And wife ... Natalie Ferguson as Joint Tenants

of the ... City ... of ... Chicago, County of ... Cook ... and State of ... Illinois ... for and in consideration of the sum of ... Seventeen Thousand Two Hundred Eighty Seven --92/100 ... 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 7 Adolph Linstrom's Resubdivision of Lot 2 (except East 33 feet) ... and all of Lots 3 And 4 in blocks 2 in stove and Klem's subdivision ... in the NE 1/4 of section 25, Township 38 North, range 14, East of the Third Principal Meridian, in cook county Illinois

Commonly known as 7123-25 S. Merrill, Chicago IL Cook County Permanent Tax No. 20-25-201-011

DEPT-01 RECORDING \$13.00 744444 TRAN 2782 02/01/90 10:48:00 #9204 # D \* 90-053296 COOK COUNTY RECORDER

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 Carroll Ferguson and Natalie Ferguson ... justly indebted upon ... one retail installment contract bearing even date herewith, providing for 72 installments of principal and interest in the amount of \$ 240.11 ... each until paid in full, payable to Brighton Heating & Cooling Inc 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 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 to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, 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 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 at the rate from the date of payment at seven per cent, per annum, shall be so much additional indebtedness incurred hereby.

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, 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 compliance in connection with the foreclosure ... including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree ... 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 part of said indebtedness, or any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be final, until a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor ... and by the 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 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 successor in trust, shall release said premises in the party entitled, on receiving his reasonable charges.

Witness the hand ... and seal ... of the grantor ... this ... 19 ... day of ... September ... A. D. 19 ...

Carroll Ferguson (SEAL) Natalie Ferguson (SEAL) Natalie Ferguson (SEAL)

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90053296

Box No. 146

# Trust Deed

Carroll & Natalie Ferguson

7123 S. Merrill

Chicago, IL 60649

TO

DENNIS S. KANARA, Trustee

3201 N. Ashland

Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Prighton Heating & Cooling, Inc.

5134 S. Kedzie

Chicago, IL 60632

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180

UNOFFICIAL COPY

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OFFICIAL SEAL  
ALICE J. GORKA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES SEPT. 13, 1991

I, Alice J. Gorka, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carroll, Ferguson and Natalie Ferguson personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the grant, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Witness under my hand and Notarial Seal, this 19th day of December, A. D. 1989.

*Alice J. Gorka*  
Notary Public

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