

UNOFFICIAL COPY

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36-52458

ACCISED Milw

This Indenture, WITNESSETH, That the Grantor James T. Clavin & Elena M. Forman, joint tenants

of the City of Chicago of Cook County of Illinois

for and in consideration of the sum of Dollars

in hand paid, CONVEY AND WARRANT to DENNIS S. KANARA, Trustee

of the City of Chicago of Cook County 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 of Cook County of Illinois, to-wit:

Lot 44 in Block 5 in Merrionette Manor First Addition, Being a Sub-division of part of the East 1/2 of the Northeast 1/4 of Section 12, North of the Indian Boundary Line, Township 37 North, Range 14, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles as Document No. 1196452 in Cook County, Illinois, commonly known as 9679 S. Crandon, Chicago, Ill

P.I.# 25-12-231-022 SUBJECT TO: covenants, conditions, easement and restriction of record.

SUBJECT TO: general real estate taxes for the year 1986 and subsequent

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 James T. Clavin & Elena M. Forman, (J) justly indebted upon

installments of principal and interest in the amount of \$ 13,832.36 each until paid in full, payable to Landmark Builders, Inc. assigned to Lakeview Trust & Savings Bank

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 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 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 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 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 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 terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises or tracing foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit to proceeding wherein the grantor 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 be taxed as costs 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 deemed, 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 grantor and for 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 grantee, 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 to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 28th day of February A. D. 1987

(SEAL)

Elena M. Forman (SEAL)

(SEAL)

(SEAL)

3641253

1102493

DUPLICATE No. 146

Trust deed

James F. Calvin & Elena M. Forman
9679 S. Crandon
Chicago, Illinois 60617

TO
DENNIS S. KANARA, Trustee
Lakeview Trust & Savings Bank
3201 N. Ashland Avenue
Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Landmark Builders, Inc.
6232 N. Pulaski Rd.
Chicago, IL 60646

UNOFFICIAL COPY

TRUSTEE'S DUPLICATE
 3201 N. ASHLAND AVE
 CHICAGO, IL 60657
 312/527-2180

FILED WITH REGISTRAR

DELIVER TO
 AUG - 6
 I.T.I.

INTERCOUNTY TITLE CO. OF ILLINOIS
120 WEST MADISON
CHICAGO, ILLINOIS 60602

BOX 97

A-3525 HFC

Property of Cook County Clerk's Office

I, Dennis S. Kanara
 County of Cook State of Illinois
 do hereby certify that James F. Calvin & Elena M. Forman (J) & Dennis S. Kanara are personally known to me to be the same person 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 the 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 19th day of August, A. D. 1987.

James F. Calvin
 Notary Public
 Exp 3/28/90