

THIS IS A JUNIOR MORTGAGE

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36-55675

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3710614

Trust Indenture,

WITNESSETH, That the Grantor

JOHN W. MCGOWAN AND ANNA L. MCGOWAN, HIS WIFE

of the City of Chicago, County of Cook and State of Illinois

for and in consideration of the sum of THREE thousand seven hundred twenty five 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 7833 S. VERNON

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

Lot 1 of Block 1 except the South 6 feet, 34 1/2 feet of Road & Subdivisions of the East 1/2 of the Southwest 1/4 of the Section 14 of Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois approximately bounded as 7833 S. VERNON P.M. # 25-27-426-013

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 **JOHN W. MCGOWAN & ANNA L. MCGOWAN, HIS WIFE**

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 155.23 each until paid in full, payable to

ALLstate construction assigned to Lakeview 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 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 earnings thereon 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 compliance in connection with the foreclosure of said indebtedness including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and tracing foreclosure decree 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 paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree or order shall have been entered or not, shall not be dismissed, for 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 the 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 the trust. And when all the aforesaid covenants and agreements are performed the grantor or his successor in trust, shall take the said premises to the party entitled, and pay the reasonable charges.

Witness the hand and seal of the grantor this 7 day of MARCH A. D. 1988

Anna L. McGowan (SEAL)
John W. McGowan (SEAL)

UNOFFICIAL COPY

2/10/07 PCS

Box No. 196

Trust Agreement

John Anderson ET AL

7833 S Vernon
Chgo. IL 60619

DENNIS S. KANARA, Trustee

LAKEVIEW TRUST & SAVINGS BANK
3201 N ASHLAND AVE
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Allystate Trust Services Associate

6333 N. Ashland
Chgo IL 60631
LAKEVIEW TRUST AND SAVINGS BANK
3201 N ASHLAND AVE. CHICAGO IL 60657
312/525-2180

A 20079

Property of Cook County Clerk's Office

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Submitted by _____
Promised _____
Deliver certif. to _____
Address 3740614
Deliver Duplicate To _____
Deed to _____
Address _____
Notified _____

INTERCOUNTY TITLE CO. OF ILLINOIS
120 WEST MADISON
CHICAGO, ILLINOIS 60601
BOOK 98

A20079

My Commission Expires Jan. 17, 2008
Notary Public
1/4/2007

I, Leon Eiterman
a Notary Public in and for the County, in the State aforesaid, do hereby certify that
the foregoing instrument was personally known to me to be the same person, whose name
is ALL free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead,
(Signed, under my hand and Notarial Seal, this 7th day of March, A D 19 07)