

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor
his wife Caryn A. Thomas

Wayne A. Thomas and

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Twenty four thousand eight hundred nineteen & 48/100 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 or trust hereinbefore 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 ELEVEN In Block Five(5), in Third Addition to Grand Avenue, Highlands, being a Subdivision of that part of the Southwest Quarter(1/4) of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a point 670.25 feet East of the Northwest corner of the Southwest Quarter(1/4) of said Section; thence East on the North line of said Southwest Quarter(1/4), a distance of 653.25 feet to a point; thence South a distance of 1145.11 feet to a point, said point being 1324.68 feet East of the West line of said Section, 176.0 feet North of the South Half (1/2) of the Southwest Quarter(1/4) thence West a distance of 653.84 feet to a point, said point being 1145.15 feet South of the North line of said Southwest Quarter(1/4) and 670.84 feet East of the West line of said Section; thence North a distance of 1145.15 feet to point of beginning, in Cook County, Illinois, according to Plat thereof registered in the office of the Registrar of Titles of Cook County, as Document No. 1457470 and Certificate of Correction thereof registered as Document No. 1463912.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

To the same nevertheless for the purpose of securing performance of the covenants and agreements herein

Witness the Grantor,

Wayne A. Thomas & Caryn A. Thomas

justly indebted upon one rate of installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 295.47 each until paid in full, payable to

A & Doo Builders, Inc., Assigned to La Salle - Lake View Bank

The Grantor, covenant and agree as follows: 1. To pay and indebtedness, and the interest thereon, herein and on said notes provided, or according to any agreement extending time of payment, to pay prior to the first day of June in each year, all taxes and assessments, interest and penalties, and on demand to exhibit receipts therefore, 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; 2. that waste to said premises shall not be committed or suffered; 3. to keep all buildings new or at the time of sale premises in a condition as is selected by the grantee herein, who is hereby authorized to place such insurance in companies accepted by the holder of the first mortgage indebtedness, with loss excess attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein, to their interests may appear, which policies shall be held and remain with the said Mortgagor or Trustee, until the indebtedness is fully paid; 4. to pay all prior indebtedness and the interest thereon at the time of sale when the same shall become due and payable;

In the event of loss or to waste or pay taxes or assessments or the pro rata portions of the interest therein when due, the grantee or the holder of said indebtedness, may pursue such measures or pay such taxes or assessments, or discharge or pay same by his own title affecting the premises or prior to payment and the interest therein from time to time, and all money so paid, the grantee agrees to repay immediately with full demand, and the same with interest, herein from the date of payment at seven percent per annum, shall be deemed additional and indebtedness, accrued herein.

In the event of a breach of any of the above agreements, the whole of said indebtedness, including principal and all accrued interest, shall, at the option of the legal holder thereof, with attorney fees and costs, if said person or persons sue for the same, be recovered in any court of law, at seven percent per annum, shall be recoverable by the holder thereof, with attorney fees and costs, if said person or persons sue for the same.

It is agreed by the grantor, that all expenses and disbursements, including attorney fees, costs and expenses in connection with the holding hereof, including reasonable solicitors fees, authority for documentary evidence, storage, quit-rent charges, cost of recording, consulting abstract, surveying the whole title of said premises and other costs and indebtedness, shall be paid by the grantor, and the like expenses and disbursements, accrued by the grantor, but preceding wherein the trustee or any holder of said 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 debt upon said premises, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether the record sale shall have been entered or not, shall not be a defense, nor a release, to the grantor, and all such expenses and disbursements, and the costs of enforcement, whether or not a record sale shall have been entered or not, shall not be a defense, to the grantor, and the grantor, waives all right to the possession and income from, said premises, pending such foreclosure proceedings, and agrees, 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 of, charge of, and 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 County of the grantee, or of his refusal or failure to act, then

Thomas F. Bussey, and County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail to 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 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 31st day of October, A. D. 1988

x Wayne A. Thomas
x Caryn A. Thomas

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Case 12-29-379-G-018
Accepted

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Box No.

Wayne A Thomas
Carm A Thomas

Melrose Park, Ill.

DENNIS S. KANARA, Trustee

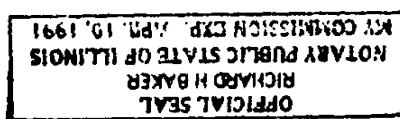
La Salle - Lake View Bank
3201 N. Ashland Ave.
Chicago, IL. 60651

3037 W. Montrose Ave.
Chicago, Ill. 60618

100% FREE RANGE CHICKEN MEAT
31-522-2180

A SIS INSTITUTION WAS PREPARED BY

3756310



I, Richard H. Baker
a Notary Public in and for said County, in the State of Florida, do hereby certify that Wayne A. Thomas
personally known to me to be the same person, whose name is _____,
hereunto acknowledged before me this day in person, and acknowledged that he is aware, read and delivered the right of homestead
herein, free and voluntarily act, for the uses and purposes herein set forth, including the retaining and waiver of the right of homestead.
Dated under my hand and Notarized Seal this 31st.

Quality of Cook