

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor Robert Lowe AND Joyce F. Lowe (married to each other) (J)

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Sixty One Hundred Sixty Six and 80/100 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 22, 12, Block 11, 10 CHATHAM FIELDS BEING A
Subdivision of THE NORTHEAST 1/4 of SECTION 34,
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN Cook County, Illinois

LD 34-210-014

807 S. EBERHART, Chicago Ill

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 Robert Lowe AND Joyce F. Lowe (married to each other) (J)

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 102.74 each until paid in full, payable to HERITAGE House of Evanston, Inc. ASSIGNED TO LAKE VIEW 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 fixtures to remain permanently attached to said premises; (3) within sixty days after destruction or damage to or rebuilding or restoration of all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste in said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance with a policy or policies issued by the grantor hereinafter, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage and to assign to the holder of the first mortgage or to the Trustee or Trustees, as a condition to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee; and 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. If the Grantor fails 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 liens affecting said premises or pay or give interest thereon 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 of seven per cent per annum, shall be in 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 accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the 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 said indebtedness had then matured by its terms. It is Agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure hereof (including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or any part of said indebtedness, as well as any other expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as a party, may be a party, shall also be paid by the grantor... All such expenses and disbursements shall be in addition to the principal and interest thereon and included in any decree that may be rendered in such foreclosure proceedings, which decree, whether decree of sale shall have been entered or not, shall not be a lien in and on said premises, until all such expenses and disbursements, and the cost of suit, including collector's fees have been paid. The grantor... the said grantor... and by a duly authorized administrator and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and upon... (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 witness whereof the death, removal or absence from said Cook County of the grantor, or of his refusal to follow to wit, then

Thomas F. Bussey of said County, is hereby appointed to be first executor in this deed, and if for any like cause he shall be unable to act, the person who shall then be the acting Executor of Laws of said County is hereby appointed to be second executor in this deed. And when all the aforesaid covenants and agreements are performed, the grantor or his executor or trustee shall release said premises to the party entitled, on restoring his reasonable charges.

Witness the hand... and seal... of the grantor... this 5 day of January, A. D. 19 1927

X Robert Lowe (SEAL)
X Joyce F. Lowe (SEAL)

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122/294

Box No.

Trust deed

Robert Louis and Joyce F. Louis
(married to each other) (S)
Chicago, Ill.
Attorneys \$500.00

DENNIS S. GILBERT, Trustee

305 7th St. S. St. Louis 5, Mo.
Chicago, Ill.

Submitted by _____

THE TRUST DEED WAS PREPARED BY:

Spencer House of B. Lincoln, Inc.
Chicago, Ill.

THE NEW TRUST AND SAVINGS BANK
ADAMSON BUILDING, CHICAGO, ILL. 40002
312/528-2180

Deponent's name _____

Address _____

Residence _____

Property of Cook County Clerk's Office

I, ROBERT S. GILBERT
 a duly Public in and for said County, in the State aforesaid, do hereby certify that ROBERT LOUIS AND JOYCE F. LOUIS (MARRIED TO EACH OTHER) (S)
 personally known to me to be the same person whose name _____
 instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
 in full 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 5th day of January, A. D. 19 89

 Notary Public