

25428744

TRUST DEED

NO. 101NW

This Indenture, WITNESSETH, That the Grantor FIDEL RODRIGUEZ and DOLORES RODRIGUEZ, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Eighty-seven Hundred Twelve & no/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee of the City of Chicago County of Cook and State of Illinois and to his heirs 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 everything 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: Lot 8 in Block 34 in the Circuit Court Partition of the South East 1/4 of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 8622 South Baltimore Avenue Chicago, Illinois.

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 Grantors FIDEL RODRIGUEZ and DOLORES RODRIGUEZ, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable WORTHY PRODUCTS CORPORATION, for the sum of Eighty-seven Hundred Twelve and no/100 Dollars (\$8712.00) AND A payable in successive monthly instalments each of \$145.28 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 25th day of May 1980 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS covenants and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided 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 taxes on said premises shall not be committed or suffered; (5) To keep all buildings now or at any time hereafter erected or to be erected on said premises insured in companies to be selected by the grantors 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, 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; (7) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantors 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 grantors 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; (8) In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all unpaid 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 said indebtedness had then matured by express terms; (9) It is understood by the grantors that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract showing the whole title of said premises embracing foreclosing decree shall be paid by the grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said premises, and for the heirs, executors, administrators and assigns of said grantors, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any lien in foreclosure of this Trust Deed, the court in which such lien is filed, may at once and without notice to the said grantors, or to any party claiming under said grantors, 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 grantors, or of their refusal or failure to act, then August G. Merkel of said County is hereby appointed to be first successor in this trust; and if for any 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 grantors 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 11th day of April A. D. 1980

Fidel O. Rodriguez (SEAL)
Dolores Rodriguez (SEAL)

_____ (SEAL)
_____ (SEAL)

25428744



I, Bernard Brooks
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
FIDEL RODRIGUEZ and DOLORES RODRIGUEZ, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, 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.

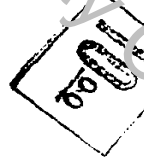
Done under my hand and Notarial Seal, this 11th
day of April A.D. 1980

Bernard Brooks
Notary Public.

Commission Expires
May 8, 1982

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APR-18-80 285460 25428744 -100 10.00



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Res. No. 246

Trust Deed

FIDEL RODRIGUEZ, and
DOLORES RODRIGUEZ, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

J. LaMotte
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641