

This Indenture, WITNESSETH, That the Grantor Francisco Jimenez

of the city of Chicago County of Cook and State of Illinois for and in consideration of the sum of eleven thousand seven hundred fifteen 00/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E SIKORA 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 55 in Block 73 in the Subdivision by the Calumet Chicago Canal and Dock Company of Parts of Fractional Section 5 and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known As: 9068 S. Chicago Av.

Permanent Tax No: 26-06-400-004 GAO

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 Francisco Jimenez

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 195.25 each until paid in full, payable to Lake View Trust and Savings Bank assigned from Norm's Heating

The Grantor covenant and agree as follows: 1. To pay said indebtedness and the interest thereon as provided 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 the creation or damage to rebuild or restore any 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 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, separate from 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. 7. 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 lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and all moneys so paid, the grantor agrees 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 by the whole of said indebtedness, including principal and interest, or that at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time on each breach at seven per cent per annum, shall be recoverable by the holder thereof or by any of his or both, the same as if all of said indebtedness had then become due and payable. 9. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foregoing herein, including reasonable solicitor's fees, outlays of documentary evidence, photostatic charges, cost of procuring or completing abstract showing the whole title of said premises, including fore-closure decree shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or 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 a charge on said premises, and a release in any decree that may be rendered in such fore-closure proceedings, which proceedings, whether decree or sale shall have been entered or not, shall not be a release, not a release in trust given, until all such expenses and disbursements, and the costs of such including solicitor's fees have been paid. The grantor, his said grantor and the heirs, executors, administrators and assigns of said grantor waive all right to the possession of and assume to pay said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Debt, 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 grantor or of his refusal or failure to act, then

Thomas F. Bussoy

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 charges.

Witness the hand and seal of the grantor this 24th day of August 1984 A D 1984

Francisco Jimenez

(SEAL) (SEAL) (SEAL) (SEAL)

85557366

UNOFFICIAL COPY

Box No. 14

Trust Deed

Francisco Jimenez
9068 S. Chicago
Chicago, Illinois 60617

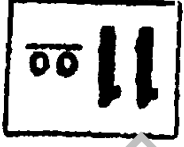
TO

GERALD E. SIKORA, Trustee
Lake View Trust and Savings Bank
3201 N. Ashland Ave.
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Norman R. Saenger
Norm's Heating & Air Conditioning, Inc.
1918 Main St. Melrose Park, Il. 60160
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS 60657
312/525-2180

86-557366



186034

DEPT-01 RECORDING \$11.00
T#4444 TRAN 0383 11/24/86 19:30:00
#9036 # D * 86-557366
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

93825598

I, Adele R. Angarola, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Francisco Jimenez is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Subscribed under my hand and Notarial Seal, this 19th day of April, 1990.

Adele R. Angarola
Notary Public
My Commission Expires April 19, 1992