

This Indenture,

WITNESSETH, That the Grantor ROSALIO CUEVAS AND

LEANDRA PALOMARES CUEVAS, HIS WIFE

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

for and in consideration of the sum of Twenty-Three Hundred and 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 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 38 in Block 31 in Garfield, a Subdivision of the Southeast 1/4 of Section 34, Township 40 North, Range 13 (except the West 307 feet of the North 631.75 Feet and the West 333 Feet of the South 1295 Feet thereof) lying east of the Third Principal Meridian in Cook County, Illinois commonly known as 1640 N. Kildare Avenue, Chicago, Illinois.

Permanent Tax No. 13-34-424-019

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in this indenture, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness, The Grantor's ROSALIO CUEVAS AND LEANDRA PALOMARES CUEVAS, HIS WIFE

justly indebted upon their one real estate contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 112.61 each until paid in full, payable to

STONE CONSTRUCTION COMPANY AND ASSIGNED TO NORTHWEST NATIONAL BANK

THE GRANTOR covenant and agree as follows: To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment, to pay same to the first day of the month in each year, all taxes and assessments on said premises, and in demand to exhibit receipts therefor, '30 within sixty days after destruction or damage to said premises, to replace a fire, wind or other improvements on said premises that may have been destroyed or damaged; that waste to said premises shall not be committed or suffered; to keep all buildings on any part of said premises in compliance with all laws and ordinances; to collect by the grantor 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 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; 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 discharge any lien or lien affecting said premises, or pay all prior incumbrances and the interest thereon, from time to time, and all money so paid, the grantor or trustee shall be obligated to reimburse, without demand, and the same with interest thereon from the date of payment at seven percent per annum, shall be so much additional indebtedness secured herein.

IN THE EVENT of a breach of any of the above 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, be immediately due and payable, and with interest thereon from time to time, at seven percent per annum, shall be recoverable by foreclosure thereof, or by suit at law or in equity, and the grantor and trustee shall be obligated to pay the same.

It is Agreed by the grantor that all expenses and charges, including attorney's fees, incurred in connection with the foreclosure, including reasonable solicitor's fees, outlays for documents, and other expenses, shall be paid by the grantor or the holder of the first mortgage indebtedness, or the holder of the first mortgage indebtedness, as such, may be paid by the grantor, and the trustee shall be obligated to pay the same out of the proceeds of the sale of said premises, or out of the proceeds of the sale of said premises, in any decree that may be rendered in such foreclosure proceedings, which decree of sale shall have been entered or not, shall be the disbursements, for a release hereof given, until all such expenses and charges, and the costs of sale of the said premises have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive, and grant to the person or persons named herein from said premises pending such foreclosure proceedings, full power that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed may appoint and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession and 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

~~XXXXXXXXXXXX~~ RONALD D. WOOD

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 at all times the entire power of the trust of said Trust Deed is hereby appointed to be second successor in this trust. And when all the covenants and agreements are performed the grantor or his successors in trust shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 12th day of May, A D 19 86

X Rosalio Cuevas  
X Leandra Palomares Cuevas

SEAL

SEAL

SEAL

SEAL

86247710

UNOFFICIAL COPY

Box No. 246

# Trust Deed

ROSALIO CUEVAS, AND

LEANDRA PALOMARES CUEVAS, HIS WIFE

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

ROBERT E. NOWICKI

NORTHWEST NATIONAL BANK OF CHICAGO  
3985 MILWAUKEE AVE. CHICAGO, IL 60641  
312/777-7700

DEPT-01 RECORDING \$11.00  
T#3333 TRAN 4766 06/18/86 10:29:00  
#1801 # A \*-86-247710

Property of Cook County Clerk's Office

I, ROSALIO CUEVAS AND LEANDRA PALOMARES CUEVAS, HIS WIFE  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
personally known to me to be the same person, whose name S are signed  
instrument, appeared before me this day in person, and acknowledged that they had signed and delivered the said instrument  
as free and voluntary act, for the uses and purposes therein set forth, and of the release and waiver of the right of homestead  
them under my hand and Notarial Seal, this 12th day of May, A. D. 19 86.

Notary Public

86247710

State of Illinois }  
County of Cook }  
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AILEEN M. ROSEN