

This Indenture, WITNESSETH, That the Grantor Sebastian Rodriguez, and
Anita Rodriguez, His Wife

of the City of Cicero, County of Cook, and State of Illinois
 for and in consideration of the sum of Two Thousand Six Hundred and One Dollars and 36/100

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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the County of Cook, and State of Illinois, to-wit:
Lot 27 in Block 25 in Fourth Addition to Boulevard Manor being a
subdivision of the East 1/2 of the South West 1/4 and that part of the
East 1/2 of the North East 1/4 lying South of center line of Park Avenue
of Section 32, Township 39 North, Range 13, lying east of the 3rd
principal meridian in Cook County, Illinois, commonly known as
3833 South 57th Avenue, Cicero, Illinois.

Permanent Tax # 16-32-430-014

HAO NO

Hereby releasing and waiving all rights under and to the 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 Sebastian Rodriguez and Anita Rodriguez, His Wife

justly indebted upon one retail installment contract to the extent due to be paid, providing for 24
installments of principal and interest in the amount of \$ 628.39 each until paid in full, payable to
Landmark Builders, Inc. assigned to Lakeview Trusts and Savings Bank

THIS IS A JUDICIAL SALE

THE GRANTOR covenants 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 (including premiums and in demand to extend to receive 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 waste to 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 the policy or policies of fire insurance authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the same being attached to the first to 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. 6. To pay all other indebtedness, 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 price of improvements or the interest thereon when due, the trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax, or incur a mortgage and premises, or pay all price improvements 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 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 accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by suit in equity, in the same manner as if all said indebtedness had been included in express terms of the mortgage. 9. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of said parties in connection with the foreclosing, including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing statements showing the whole title of said premises, including foreclosing, are to be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee or the holder of any part of said indebtedness as such, may be a party, shall also be paid by the grantor. 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid at once and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale with or without notice has been entered or not, shall not be stayed, nor a release hereof given, until all such expenses and disbursements, and the parts of said indebtedness have been paid. The grantor, for said grantor, and for the trustee, executor, administrators and assigns of said grantor, waive all rights to the possession of, and income from, said premises pending with foreclosure proceedings, and agree 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 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. Bussey

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 9th day of JUNE, A. D. 1987

Sebastian Rodriguez
Anita Rodriguez

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Box No. 146

Trust Deed

Sebastian & Anita Rodriguez
3655 South 37th Avenue
Chicago, Illinois 60650

TO

DENNIS S. KANARA, Trustee
Lakeview Trust & Savings Bank
3201 North Ashland
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Landmark Builders, Inc.
6242 North Putaski Road
Chicago, Illinois 60646

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

UNOFFICIAL COPY



7-87-475859

DEPT-01 RECORDING
14444 TRAM 1402 06/28/87 12:03:00
\$12.00
COOK COUNTY RECORDS

Comm. exp. 11/8/87

Notary Public

Harry Warner

I, Harry Warner
a Notary Public in and for said County, in the State of Illinois, do hereby certify that

Sebastian Rodriguez

and Anita Rodriguez, His Wife

personally known to me to be the same person, whose name is

instrument, appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument

at their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

A. D. 1987

JUNE

State of Illinois
County of Cook

55.