

This Indenture, WITNESSETH, That the Grantor

Felix Gomez and Miguelina Gomez

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

for and in consideration of the sum of (17,529.12) Seventeen Thousand Five HUNDRED Twenty-Nine & 12/100 Dollars

in hand paid, CONVEY S AND WARRANT S 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 1 in Block 2 in Moulding and Harland's Subdivision of the Northeast quarter of the Southwest quarter of the Southwest quarter of Section 23, Township 40, North, Range 14, East of the Third Principle Meridian, in Cook County Illinois.

Permanent Real Estate Index # 14-29-313-029

ETC

More commonly known as 2524 North Southport Chicago, Illinois 60614

THIS IS A JUNIOR MORTGAGE

87278967

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 Felix GOMEZ and Miguelina Gomez

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 208.68 each until paid in full, payable to

The Financial Center of Illinois Assigned to: Lake View Trust and Savings 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 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 wants to 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, payable 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 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 grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises in, as all prior incumbrances and the interest thereon from time to time, and all money 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 the whole of said indebtedness, including principal and all earned 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 of said indebtedness had then matured by express terms. 9 It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure proceedings - including reasonable solicitor's fees, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, abstracting foreclosure decree - shall be paid by the grantor - and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantee, and all heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such 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 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 grantee, 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S. and seal S. of the grantors S. this 27th day of March A. D. 1987.

Handwritten signatures of Felix Gomez and Miguelina Gomez.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Box No. 149

Trust Agreement

Julio J. Castellano Gomez
as a: *Spouse*
Chicago *Society*

TO

DENNIS S. KANARA, Trustee
Dennis Kanara
5901 N. Ashland Ave.
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:

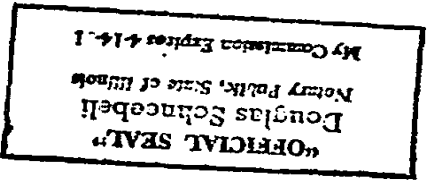
Dennis Kanara
Financial Center
9000 S. Jackson
LAKE VIEW TRUST AND SAVINGS BANK
13201 N. ASHLAND AVE., CHICAGO, IL 60657
CH 121525-2180
Chicago, Illinois

LS66822-48-

1200

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.00
18444 TRNN 1815 06/22/87 15:23:00
#0754-D *-87-278967
COOK COUNTY RECORDER



I, *Douglas Schnebell*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Felix Gomez and Miquelina Gomez* personally known to me to be the same person whose name *S* they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *he* signed, sealed and delivered the said instrument. *he* is free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. *27th* day of *March* A. D. 19 *87*

Notary Public