

UNOFFICIAL COPY

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34-54198

This Indenture, WITNESSETH, That the Grantor Roberto Rodriguez and Carol Rodriguez HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED TWENTY-NINE AND 29/100 Dollars
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 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 3, (EXCEPT THE SOUTH 1/4 IN L. IN BLOCK 2 IN
BROADWIS. SUBDIVISION OF LOT 4 IN HEROLD, BARROW AND
CHALKS. SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION
25 TOWNSHIP 40 NORTH, RANGE 13, T41N6 EAST OF THE
30 PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,
COMMONLY KNOWN AS: 2722 N. FRANCIS CO
PHN 1325-305-037-0000

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 ROBERTO RODRIGUEZ AND CAROL RODRIGUEZ

justly indebted upon one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 63.02 each until paid in full, payable to EXPRESS BLARS ASSIGNED TO AGRILLE BANK LAKEVIEW

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THE GRANTOR covenants and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 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.

IN THE EVENT of failure so 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 title affecting said premises or pay 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.

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.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the enforcement of this deed, including but not limited to, solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole of said indebtedness, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor is a party, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, and include in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall be a lien in favor of the grantee, and, for 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 indebtedness, hereby grants, assigns, administers and assigns of said grantor, waives all right to the possession of, and income from, said premises pending 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 and seal of the grantor this 27 day of AUGUST A. D. 19 88

X Roberto Rodriguez (SEAL)
X Carol Rodriguez (SEAL)
(SEAL)
(SEAL)

88428941

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UNOFFICIAL COPY

Box No. 146

Trust Deed

Roberto y Maria Rodriguez
3201 N. Ashland Ave.
Chicago, Ill.

TO
DENNIS S. KANARA, Trustee

LASALLE BANK LAKE VIEW
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Leporello
3157 S. Dearborn St
Chicago, Ill. 60654
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2180

Property of Cook County Clerk's Office

DEPT-01 \$12.00
T#4444 FROM 2350 09/20/88 10.55.00
#2096 # D # 88-428941
COOK COUNTY RECORDER

88-428941

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I, JETTE ROKVITCH
Notary Public in and for said County, in the State aforesaid, do hereby certify that Roberto y Maria Rodriguez
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
as Trustee and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this 20th day of August, A. D. 19 88
Notary Public

State of Illinois }
County of Cook }