

88442313

This Indenture, WITNESSETH, That the Grantor JUAN VALENZUELA AND CARMEN VALENZUELA, H.S. WIFE

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS
for and in consideration of the sum of TWO THOUSAND THREE HUNDRED FIFTY TWO AND 96/100 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 everything 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 31 IN BLOCK 6 IN GARFIELD MANOR, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

19-11-48-010
COMMONLY KNOWN AS: 5429 S. CHRISTINA
-88-442313

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 JUAN VALENZUELA AND CARMEN VALENZUELA, HIS WIFE justly indebted upon one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 48 each until paid in full, payable to LIBERTY ROOFING ASSIGNED TO LASALLE BANK LAKEVIEW

DEFT-01 #1444 TRAM 2492 09/27/88 11:10:00 #485 # D * -88-442313 COOK COUNTY RECORDER

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments against said premises... (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... (6) To pay all prior incumbrances, and the interest thereon, at the times 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 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... agree... to repay immediately without demand, and the same with interest 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 interest thereon 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 AGRUED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant, in connection with the foreclosure thereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and acting 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 tax... 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 dismissed, nor a release heretofore given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... and for the 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... and seal... of the grantor... this 3 day of August A. D. 19 88

X Juan Valenzuela (SEAL)
X Carmen Valenzuela (SEAL)
(SEAL)
(SEAL)

\$12.00

UNOFFICIAL COPY

Box No. 144

Trust Deed

John J. Prater, Valerian
5426 S. CHRISTIANA
Chicago, Ill. 60637

DENNIS S. KANARA, Trustee

LA SALLE BANK LAKE VIEW
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

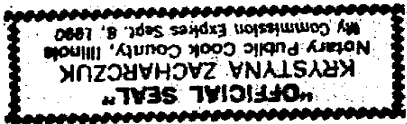
Liberty Notary
50381 N. ASHLAND

Lake View Trust and Savings Bank
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2180

88442313

Property of Cook County Clerk's Office

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Notary Public

I, *Kryszyzna Zacharzuk*, Notary Public, do hereby certify that *John J. Prater, Valerian* personally known to me to be the same person *John J. Prater, Valerian* whose name appeared before me this day in person, and acknowledged that *John J. Prater, Valerian* they signed, sealed and delivered the said instrument as *John J. Prater, Valerian* free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and Notarial Seal, this *August* day of *1988* A. D. 19 *88*

State of Illinois }
County of Cook } ss.

#1500