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36-56159

This Indenture, **88442316** David Rodriguez & Rhea Rodriguez,  
WITNESSETH, That they (married to each other)

of the city of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Thirty One Thousand Two Hundred Twenty Eight ---80/100 Dollars

in hand paid, CONVEY AND WARRANT to DENNIS S. KANAKA  
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 36 in Block 3 in Albert Wisner's Subdivision of the North West 1/4 of the North West 1/4 (except the North West 1/4 of the North West 1/4 of the North West 1/4 lying south of the railroad) of Section 25, Township 40 North; Range 13, lying east of the Third Principal Meridian in Cook County, Illinois.  
Commonly known as: 3007 N. Albany  
Permanent Tax No: 13-25-114-023-0000

-88 442316

Hereby releasing and waiving all rights under and by virtue of the home-stead 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 David Rodriguez & Rhea Rodriguez, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 120  
installments of principal and interest in the amount of \$ 260.24 each until paid in full, payable to  
Lincoln Heating assigned to Lakeview Trust & Savings Bank

REPT-01 \$12.00  
T44444 TRAN 2492 09/27/88 11:11:00  
#4688 \* P \* -88-442316  
COOK COUNTY RECORDER

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 to, 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor, 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 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 foreclosure hereof including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 dismissed, 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 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 01<sup>st</sup> day of AUGUST A. D. 19 88

David Rodriguez (SEAL)  
Rhea Rodriguez (SEAL)  
(SEAL)  
(SEAL)

\$12.00

UNOFFICIAL COPY

Box No. 146

# Trust Agreement

David & Rita Rodriguez  
3007 W. Albany  
Chicago, Ill. 60641  
TO

David S. Korman Trustee  
FASITE BANK TAKE VIEW  
3201 N. ASHLAND AVE.  
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:  
Lillian Elizabeth Swartz  
3650 W. Divisadero  
Chicago, Ill. 60647  
LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657  
312/525-2180

100034

Property of Cook County Clerk's Office

88-42316-88  
11324598

OFFICIAL SEAL  
LEONARD J. LIZAK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/22/91

I, Leonard J. Lizak, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David & Rita 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 their 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 19, 1988.

#1300