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36-55363

This Indenture, WITNESSETH, That the Grantor Daniel Martinez & Maria Martinez, His Wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED EIGHTY EIGHT 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 10 IN BLOCK 5 IN VAN SCHAACK AND HERBICKS SUBDIVISION OF THE NORTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 3421 W. Le Moyne
DIN# 16-22-209-016 AAD

Hereby releasing and waiving all rights under and by virtue of the homestead exemption of the State of Illinois. In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's DANIEL MARTINEZ & MARIA MARTINEZ, His Wife justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 126.47 each until paid in full, payable to Chicago Lumber & Construction and Assigned to Lakeview Trust & Savings Bank

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This Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 waste on 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 let 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 grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any 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; (8) in the event of a breach of any of the foregoing 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; (9) it is further agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of... including reasonable solicitors 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 paid 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 dissolved, 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 5 day of Nov, A. D. 1987
Daniel Martinez (SEAL)
Maria Martinez (SEAL)

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Trust Agreement

Doc No. 146

Daniel F. Martin
3414 N. Kenoy St
Chicago, Ill.

TO

DENNIS S. KANARA, Trustee
FAIRVIEW TRUST & SAVINGS BANK
3201 N. ASHLAND AVE
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Clara Parker

2344 N. Capric
Chicago, Ill. 60639

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

12.09

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Cook County Recorder

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OFFICIAL
SUZANNE REID
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/22/91

I, *Suzanne Reid*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that *DANIEL MARTINEZ*
personally known to me to be the same person, whose name *and*
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as 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 *8th* day of *July*, 19*88*.

State of Illinois }
County of Cook }