

88104534

This Indenture, WITNESSETH, That the Grantor Cesar A. Lam & Alba Lam

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty thousand two hundred twenty seven & 20/100 Dollars

in hand paid, CONVEY AND WARRANT to United States Remodeling & Home Improvement Corp.

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: 5041 N. Claremont Chg, IL

Lot 16 (except the North five feet thereof) and Lot 17 in Block 2 in Portman's Addition to Ravenswood being a Subdivision of the West 12 acres of the North 31.21 acres of the North West Quarter of the South West Quarter of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois, commonly known as 5041 N. Claremont, Illinois 60625, Chicago

PROPERTY OF Cook County Clerk 14-07-304-046A-LL

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 Cesar A. Lam & Alba Lam

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 168.56 each until paid in full, payable to United States Remodeling & Home Improvement Corp. assignee True Value Financial Co.

88104534

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 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 have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to insure all buildings and improvements on said premises at any time on said premises insured in compliance 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) to the first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept 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 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 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 accrued 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 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 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, the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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

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 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 25th day of January A. D. 19 88

Prepared by: Leida Trevino (SEAL) 4258 N. Cicero (SEAL) Chg, IL 60641 (SEAL) Cesar A. Lam (SEAL)

88104534

UNOFFICIAL COPY

State of Illinois
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cesar A. Lam & Alba Lam
_____ personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he Y 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.

Given under my hand and Notarial Seal, this 11th
day of March A. D. 1988

Mariann J. Davis
Notary Public



Mail to: True Value Financial Co.
4800 N. Cullom
Chg. # 60641

DEPT-01 RECORDING
T#1111 TRAN 4833 03/11/88 14:22:00
#9947 #A *-88-104534
COOK COUNTY RECORDER



48240188104534

Box No.
Trust Deed
.....
TO
.....
Trustee
.....
THIS INSTRUMENT WAS PREPARED BY:
.....
.....