

This Indenture, WITNESSETH, That the Grantor ERASMO F. PESINA AND MARIA I. PESINA, HIS WIFE

3410 W. CORTLANDA CITY of CHICAGO County of COOK and State of ILLINOIS

for and in consideration of the sum of EIGHT THOUSAND NINETY TWO AND 00/100 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 37 IN BLOCK 4 IN E. SIMONS SUBDIVISION OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 40 N., RANGE 13, EAST OF THE TIERA PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3410 W. CORTLANDA, CHICAGO, IL 13-35-402-046 C-80

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 ERASMO PESINA AND MARIA I. PESINA

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 134.87 each until paid in full, payable to LIBERTY ROOFING AND GEN. CONSTR. CO., INC. ASSIGNEE TO LAKE VIEW TRUST AND BANK

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 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 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 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 at the rate of 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 full 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 of said indebtedness... 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 bear interest and be included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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 4 day of May A. D. 1988

Erasmus F. Pesina (SEAL) Maria Irene Pesina (SEAL)

88278702

UNOFFICIAL COPY

Box No. ....

# Trust Deed

ERASMO RESNOR & MELBA I. RESNOR

3110 W. WASHINGTON AVENUE, CHICAGO, ILL. 60647

TO

DENNIS S. KANARA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

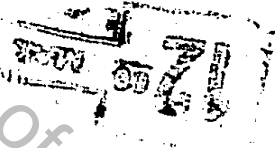
Judith Rochford & SON, CONSTR. CO., INC.  
9038 W. HAWKWOOD, CHICAGO, ILL. 60639

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657  
312/525-2180



Property of Cook County Clerk's Office

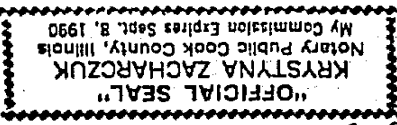
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DEPT-01 RECORDING \$12.50  
#2222 TRAN 7968 06/24/88 11:04:00  
#9096 # B \* 88-278702  
COOK COUNTY RECORDER

88278702

20482288



*Krystyna Zacharczuk*  
Notary Public

..... day of ..... A. D. 19 .....

..... personally known to me to be the same person, whose names ..... 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.

I, KRISTYNA ZACHARCZUK, Notary Public in and for said County, in the State aforesaid, do hereby certify that ERASMO F. RESNOR AND MELBA I. RESNOR

State of Illinois }  
County of Cook }  
55.