

# UNOFFICIAL COPY THIS IS A JUNIOR MORTGAGE

88357623

36-56028

This Indenture, WITNESSETH, That the Grantor PABLO ALANIS + ORELLINDA ALANIS, HIS WIFE

of the Town of MELROSE PARK County of COOK and State of ILLINOIS  
for and in consideration of the sum of SIX THOUSAND NINE HUNDRED FOUR AND 09/100 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 Town of MELROSE PARK County of COOK and State of Illinois, to-wit:  
LOTS 23 AND 24 IN BLOCK 88 IN MELROSE, A SUBDIVISION OF LOTS 3, 4 AND 5 IN SUPERIOR COURT PARTITION OF THE SOUTH P. OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 AND THAT PART NORTH OF THE RAILROAD OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 113 N. 18th MELROSE PK. II  
PIN: 15-10-102-015

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 PABLO ALANIS AND ORELLINDA ALANIS, HIS WIFE justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 191.75 each until paid in full, payable to EXPRESS BUCKS ASSIGNED TO LA SALLE BANK LAKEVIEW

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THE GRANTOR ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 so 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 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 term of the contract. The grantor ... waives ... all reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing title to said premises, and all other expenses and disbursements, as such, may be a party, shall also be paid by the grantor ... and the like expenses and disbursements, occasioned by any suit or proceeding, whether by way of foreclosure or otherwise, in connection with said indebtedness, in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall be included in the costs of such proceedings, and the costs of suit, including solicitor's fees have been paid. The grantor ... waives ... all right to the possession of, and income from, said premises, and 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 30 day of JUNE A. D. 19 88

X Pablo Alanis (SEAL)  
X Orellinda Alanis (SEAL)

UNOFFICIAL COPY

Box No. 1116

# Trust deed

*Public & Catherine Flours*  
*113 D. 18 St.*  
*Alexand. Pk. IL 60110*

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

THIS INSTRUMENT WAS PREPARED BY:

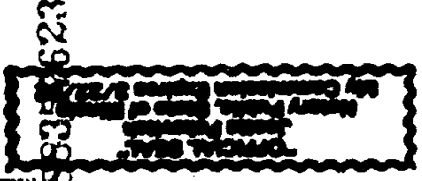
*Express Books*  
*3134 N. WATKINSON ST*  
*Chicago IL 60634*  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

WILL CALL

Property of Cook County Clerk's Office

DEPT-01  
\$12.00  
144-144 TRAN 1454 08/09/88 09:43:00  
#5341 # D \* 88-357623  
COOK COUNTY RECORDER

88-357623



I, *JOZETTE BEKOYITCH*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *PABLO ALARIS ALLO* personally known to me to be the same person <sup>5</sup> whose name <sup>5</sup> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that <sup>5</sup> he <sup>5</sup> signed, sealed and delivered the said instrument as <sup>5</sup> *THAT* 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 <sup>5</sup> *18* day of <sup>5</sup> *July* 19 <sup>5</sup> *88*.