

This Indenture, WITNESSETH, That the Grantor Hector Rivera & Rebecca Perez

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Five thousand seven hundred and twenty-four and 40/100 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 115 & 116 in 1/404 lot 42 in Buckell's Subdivision of Block 212 JACOBS & Buckell's Subdivision of the S. 16. 1/4 ACRES OF THE E. 1/2 OF THE W. 1/2 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3430 W Dickens
CHICAGO, ILLINOIS 60647

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
WITNESSETH, The Grantors Hector Rivera & Rebecca Perez
justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$ 10,040 each until paid in full, payable to
Chicago Lumber Co assigned to Lake View Trust
Savings Bank

88388144

The covenants, conditions and agreements are as follows: 1. To pay said indebtedness and the interest thereon when 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 levied on said premises and on demand to which receipts therefor within sixty days after destruction of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged. 3. That waste to said premises shall not be committed or suffered. 4. 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 a clause attached payable first to the Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be held and remain with the said Mortgagee or Trustee until the indebtedness is fully paid. 5. To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. 6. In the event of failure to insure or pay taxes or assessments, or the principal or interest on the indebtedness when due, the trustee or the holder of said indebtedness may procure such insurance or pay such taxes or assessments, or discharge or pay any tax or lien of title affecting said premises or pay all prior incumbrances, and the interest thereon from time to time, and as money so paid the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be a part of said indebtedness as stated herein. 7. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness including principal and all unpaid 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 in equity, the same as if all of said indebtedness had then matured by express terms. 8. As Avails to the grantor: That all expenses and disbursements paid or incurred in settlement of claim or in connection with the foreclosure proceedings, including reasonable solicitor's fees, unless for documentary evidence, stamp duty or charges, cost of preparing or completing abstract showing the whole title of said premises, and all other foreclosure decrees shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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, when 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 by the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 grantor 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 1st day of July, A. D. 19 88

Hector S. Rivera (SEAL)
Rebecca Perez (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Box No. 146

Trust deed

Hector Rivera
Rebecca Perez
3430 W. Dickens
Chicago, IL

TO

DENNIS S. KANABA, Trustee

LAKE VIEW TRUST & SAVINGS BANK

3201 N. ASHLAND AVE.

CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Chicago Lumber

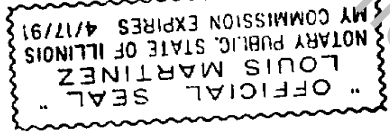
1238 S. Ashland

Chicago, IL 60608

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312525 2180

88388144

Property of Cook County Clerk's Office



I, *Luis Martinez*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Hector Rivera*
personally known to me to be the same person whose name
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.
known under my hand and Notarial Seal, this *1st* day of *July* A. D. 19 *88*

Notary Public

DEPT-01
T#44444 TRAN 1826 09/25/88 15:11:00
#2916 # D *--88-388144
COOK COUNTY RECORDER

88388144

State of Illinois }
County of Cook }