

This Indenture, WITNESSETH, That the Grantor s... JESUS, ESPINOSA AND MARIA, ESPINOSA, (BROTHER AND SISTER)

of the VILLAGE... of STONE PARK... County of... COOK... and State of... ILLINOIS... and in consideration of the sum of... FIVE THOUSAND AND NO/100... Dollars in hand paid, CONVEY AND WARRANT... to... ROBERT E. NOWICKI, 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 VILLAGE... of STONE PARK... County of... COOK... and State of Illinois, to-wit: The South 49.30 feet of Lot 1 in Block 16 in Town Manor, a Subdivision of the North 100 acres of the North East 1/4 of Section 5, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 15-05-206-027

Prop. address: 1659 N. 43rd Ave., Stone Park, Il. 60165

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... JESUS, ESPINOSA AND MARIA, ESPINOSA, BROTHER AND SISTER... justly indebted upon... their... one... principal promisory note... bearing even date herewith, payable to LASALLE NORTHWEST NATIONAL BANK

payable in 60 successive monthly instalments each of 113.79 due on the note commencing on the 21st day of July 1989, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 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 as 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 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 accrued 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 solicitor's 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 added as costs and 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 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... to 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

Dennis Tonge 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, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. 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 21st day of JUNE A. D. 19 89

Handwritten signature of Jesus Espinosa with four (SEAL) marks.

89300353

UNOFFICIAL COPY

Box No. 246

Trust Agreement

JESUS ESPINOSA AND

MARIA ESPINOSA, (Brother & Sister)

TO

ROBERT E. NOWICKI, Trustee

THIS INSTRUMENT WAS PREPARED BY:

DENNIS TONGE

LaSalle Northwest National Bank
4747 West Loop Park Road
Chicago, Illinois 60641
(312) 772-7100

89-300353

DEPT-01 \$12.60
T#1111 TRAN 2942 06/30/89 10:53:00
#7691 # 1-34-300353
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

OFFICIAL SEAL
MARGARET M. PETERSON
Notary Public, State of Illinois
My Commission Expires 9/1/90

89300353

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JESUS ESPINOSA AND MARIA ESPINOSA, (BROTHER & SISTER) personally known to me to be the same persons, whose names are 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. (Sign) under my hand and Notarial Seal, this 21st day of JUNE, A. D. 19 89.

Notary Public