

64-57208
3043115
308314109

This Indenture, WITNESSETH, That the Grantor Martin R. Lemus and Guadalupe Lemus,
his wife and Miguel Lemus (J)

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nine Thousand Five Hundred Dollars & NO/100 Dollars
in hand paid, CONVEY AND WARRANT to THOMAS J. MICHELSON, 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 13 in Ira D. Malbrough's Subdivision of the South 1/2 of the
West 1/2 of Block 2 in Nehan's Subdivision of the South 1/2 of the
North West 1/4 of Section 13, Township 38 North, Range 13, East of
the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 19-13-120-018 DEPT-61 RECORDING \$13.00
TW222 TRAN 4902 08/24/90 12:15:00
#5580 # B ** 90-414109
COOK COUNTY RECORDER

Commonly Known As: 5759 S. Sacramento
Chicago, Illinois 60629

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 Grantor's Martin R. Lemus & Guadalupe Lemus, his wife and Miguel Lemus

justly indebted upon one real estate installment contract bearing even date herewith, providing for 84
installments of principal and interest in the amount of \$ 189.88 each until paid in full, payable to

Sav-Nor Construction Co., Inc.

90414109 Assigns to 90414109

LaSalle Bank Lake View

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 or 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 acceptable to the holder of the first mortgage indebtedness, with loss clause attaching, 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; (7) to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantor 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 portion thereof, 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; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all 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; (9) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure thereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceedings wherein the grantor or any holder of any lien or 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 tax-like 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 constitute a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid; (10) the grantor... and grantor... do hereby, 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 ROBERT W. WILSHE of said County is hereby appointed to be first successor in said 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 23rd day of July A. D. 19 90

X Martin R. Lemus (SEAL)
X Guadalupe Lemus (SEAL)
X Miguel Lemus (SEAL)

1300

UNOFFICIAL COPY

Box No. 140

Trust Deed

Notarized by Gerald Pozin, Notary Public
5/19/94
Chicago, Ill. 60657

THOMAS L. MICHELSON, Trustee
ENSALE BANK LAKE VIEW
3201 N. ASHLAND AVE
CHICAGO, IL. 60657

THIS INSTRUMENT WAS PREPARED BY
Jan-Mor Construction

141-140-013

Property of Cook County Clerk's Office

OFFICIAL SEAL
GERALD POZIN
Notary Public State of Illinois
My Commission Expires 5/9/94

[Signature]

Notary Public

Given under my hand and Notarial Seal, this 23rd day of July, 1994

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Martin R. Lemus and Guadalupe Lemus, his wife and Miguel Lemus, 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 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.

County of Cook

90414109