

90545875 4-57287

This Indenture, WITNESSETH, That the Grantor Jose Lugo and Miriam Lugo, his wife

1616 W. Blackhawk

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

for and in consideration of the sum of Twelve Thousand Four Hundred Thirty Dollars & 38/100 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 45 in Block 9 in McReynold's and others Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT. OF RECORDING 13.00
1.07777 JAN 22 11:00 AM '90 10.12.00
#17-06-221-035 #172 #C *-90-545875
COOK COUNTY RECORDER

P.I.N. #17-06-221-035

Commonly Known As: 1616 W. Blackhawk Chicago, Illinois

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 Jose Lugo and Miriam Lugo

justly indebted upon one retail installment contract bearing even date herewith, amounting for 84 installments of principal and interest in the amount of \$ 248.43

Sav-Mor Construction Co., Inc.

Assigns to

LaSalle Bank Lake View

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) To keep all buildings... (4) That waste to said premises shall not be committed or suffered... (5) To pay all taxes... (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 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 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 interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of payment 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 collecting with the grantor... including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title in said premises, embracing 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 party claiming under said grantor... shall also be paid by the grantor... All such expenses and disbursements shall be an additional lien upon said premises, shall be paid as 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 be stayed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor... nor his 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 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 3rd day of October, A. D. 19 90

Handwritten signature of Jose Lugo

(SEAL)
(SEAL)
(SEAL)
(SEAL)

90545875

1300

UNOFFICIAL COPY

Box No. 144

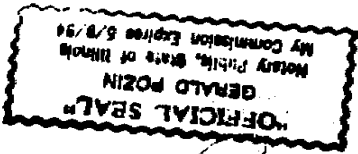
Trust deed

Trust of *James M. ...*
Chicago, Illinois
TO

THOMAS J. MICHELSON, Trustee
3801 N. ...
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY:
James M. ...
Chicago Bank Lake View

Property of Cook County Clerk's Office



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Jose Lugo, and Maria Lugo,* his wife
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.
Given under my hand and Notarial Seal, this *3rd* day of *October*, A. D. 19 *90*
Notary Public: *[Signature]*

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