

This Indenture, WITNESSETH, That the Grantor Manuel Cueto and Martha Cueto, his wife

2633 S. Homan of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nine Thousand 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 everything 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 19 in Block 2 in Fernberg's 24th Street Subdivision in the South East Quarter of Section 26 Township 39 North Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded Oct. 26, 1894 P.S. Doc. # 2124103 of Cook County, Illinois.

DEPT.-01 RECORDING 413.00 18777 TRAN 7224 11/08/90 10 13.00 #7475 # 9 * -90-545578 COOK COUNTY RECORDER

P.I.N. 16-467-404-015 Commonly known as 2633 S. Homan

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 Manuel Cueto and Martha Cueto justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 179.88 each until paid in full, payable to

Sav-Mor Construction Co., Inc.

Assigns to 90515878

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 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 grantor 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 discharge or purchase any tax lien or lien affecting said premises, or any other breach of any of the covenants and agreements herein, the interest thereon from time to time, and all 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 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 such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness had then matured by express terms. It is further by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the recovery of the debt of said indebtedness, including attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and any necessary fore-closure decree - shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding where in 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, and 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 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... 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 7th day of July, A. D. 1990

X Manuel Cueto (SEAL) X Martha Cueto (SEAL)

(SEAL) (SEAL)

90515878

BB

UNOFFICIAL COPY

Box No. 144

Trust Agreement

Manuel + Martha Cueto

8033 N. Roman

Chicago, IL 60633

TO

THOMAS MICHELSON LEWIS
LA SALLE BANK LAKE VIEW
3201 N. ASHLAND AVE.
CHICAGO, IL 60657

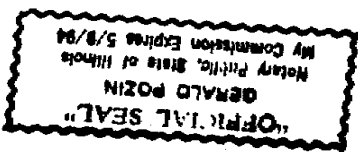
THIS INSTRUMENT WAS PREPARED BY:

Law - Neil Condon

4800 W. Belmont St
LA SALLE BANK LAKE VIEW

Phone 4160077

Property of Cook County Clerk's Office



[Signature]

Notary Public

day of July A. D. 19 90

I, _____, the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Manuel Cueto and Martha Cueto personally known to me to be the same person as whose name _____, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X 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.

7th

State of Illinois }
County of Cook } ss.

905-15878