

This Indenture, WITNESSETH, That the Grantor Francisco A. Carrillo, a bachelor and

Tiodola Arellano, a widow

4347 W. Shakespeare

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

for and in consideration of the sum of Eleven Thousand Three 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 28 in Block 2 in Gurns Subdivision of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. #13-34-218-006

Commonly Known As: 4347 W. Shakespeare

DEPT-01 RECORDING 43333 TRAN 0528 11/26/90 11:32 AM \$8129.00 * - 90 - 57326 COOK COUNTY RECORDER

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 Grantors Francisco A. Carrillo and Tiodola Arellano

justly indebted upon one and installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 190.47 each until paid in full, payable to

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, 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 by contract to be selected by the grantee hereof, 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 so 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 agrees to repay immediately without demand, and the same 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 all earned 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, and 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 proceedings, including reasonable solicitors fees, outlays for documentary evidence, stenographers charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree 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 paid as such and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been obtained or not, shall be deemed not a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, his heirs, assigns, 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 18th day of September A. D. 1990.

Francisco A. Carrillo (SEAL)
Tiodola Arellano (SEAL)
(SEAL)
(SEAL)

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UNOFFICIAL COPY

Box No. 146

Trust deed

Thomas J. Michelson, Trustee
of the
Chicago, Ill.

TO

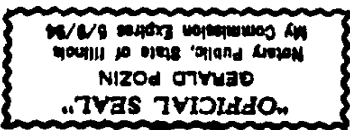
THOMAS J. MICHELSON, Trustee

Walter B. R. [unclear]
Eric N. [unclear]
Chicago, Ill.

HIS INSTRUMENT WAS PREPARED BY:

Paul M. [unclear]
4401 St. [unclear]
Chicago, Ill. 60607
LaSalle Bank Lake View

Exempt under Real Estate Transfer Tax Act Ch. 4
Par. _____ & Cook County Ord. 23104 Par. _____
Date _____ Sign. _____



Notary Public

[Signature]

day of September A. D. 19 90

18th

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ are personally known to me to be the same persons, whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument, their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ are personally known to me to be the same persons, whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument, their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook }

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Property of Cook County Clerk's Office