

90093572

This Indenture, WITNESSETH, That the Grantor Florentino Rivera

711 N. Paulina of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Seven 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 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 76 in Hamilton's Subdivision of Block 1 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS : 711 N. Paulina

PIN # 17-07-207-025

DEPT-01 RECORDING

144444 GRAN 3361 02/28/90 11 32:00

#5315 # D. * 90-093572

COOK COUNTY RECORDER

613 32:00

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 Florentino Rivera

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 139.91 each until paid in full, payable to

Sav-Mor Construction Co., Inc.

assigned to

LaSalle Bank Lakeview

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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 said buildings or improvements on said premises, to cause the same to be repaired or replaced; (4) that so long as said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance to the holder of the first mortgage indebtedness, with his clause of loss payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be let 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) 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 pay here any 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; (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) all such expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, in any degree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discharged, 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 grantee, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any full and complete bill of foreclosure, 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 and 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 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 22nd day of January A. D. 19 90

X Florentino Rivera

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

1300

UNOFFICIAL COPY

Box No. 146

Trust deed

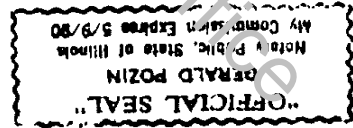
Florentino Rivera
711 N. Paulina
Chicago, IL 60622
TO

THOMAS J. MICHELSON, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Sav-Nor Construction
4868 Demster St
Skokie, IL 60076
LaSalle Bank Lake View

Property of Cook County Clerk's Office

27536900



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Florentino Rivera

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 22nd

Notary Public

State of Illinois }
County of Cook }

A. D. 19 90