

90204010 UNOFFICIAL COPY

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This Indenture, WITNESSETH, that the Grantor . . . Domingo Ruiz and Maria J. Ruiz, his wife . . .

1815 N. 15th Avenue . . .
of the Village of Melrose Park County of Cook . . . and State of Illinois
for and in consideration of the sum of . . . Eleven 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 Village . . . of Melrose Park . . . County of . . . Cook . . . and State of Illinois, to-wit:

**PARCEL 1: THE SOUTH 31.01 FEET OF LOT 5, IN LULLOS RESUBDIVISION OF PART OF BLOCK 1
IN ALBERT S AMMLINGS SUBDIVISION OF THE NORTH 40 ACRES OF THE WEST 60 ACRES OF THE NORTHEAST
QUARTER OF SECTION 3, TOWNSHIP 39 north, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ALSO PART OF VACATED 14TH AVE. IN THE VILLAGE OF MELROSE PK, IN COOK COUNTY ILLINOIS.**

PARCEL 2: LOT 35, IN LULLOS RESUBDIVISION AFORESAID, IN COOK COUNTY ILLINOIS.

**PARCEL 3: EASEMENTS APPURTEINANT TO AND FOR THE BENEFIT OF THE ABOVE DESCRIBED REAL ESTATE
THE EASEMENTS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED AS DOCUMENT
NUMBER 17894004, FOR INGRESS AND EGRESS, IN COOK COUNTY ILLINOIS.**

COMMONLY KNOWN AS 1815 N. 15TH AVE. MELROSE PK COOK COUNTY
P.T.N. 15-03-202-042

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 . . . Domingo Ruiz and Maria J. Ruiz, his wife . . .
justly indebted upon . . . ONE retail installment contract bearing even date herewith, providing for . . . 60
installments of principal and interest in the amount of \$. . . 269.18 . . . each until paid in full, payable to

Sav-Mor Construction Co., Inc.

-90-204010

assigned to

DEPT-01 RECORDING 813.00
TM4444 TRAN 4247 05/03/90 11:33:00
#6950 # - 90-204010
COOK COUNTY RECORDER

LaSalle Bank, Lakeview

THE GRANTOR . . . covenant . . . and agree . . . as follows: (1) To pay said indebtedness, and the interest thereon, in arrears 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 receipt therefor; (3) within sixty days after destruction or damage to rebuild, restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that where to said premises shall not be committed or suffered (b) to keep all buildings now or at any time on said premises in good repair, at no expense to the grantor, who is hereby authorized to place such insurance in amounts sufficient 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 holding as their interests may appear, which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (5) 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 to a 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 . . . 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 . . . the cost, from the date of payment at seven per cent, per annum, shall be so much additional of indebtedness accrued hereby.

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 THEREON, AT THE OPTION OF THE LEGAL HOLDER THEREOF, WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE, AND WITH INTEREST THEREON FROM TIME OF SUCH BREACH, OR FROM THE DATE OF PAYMENT, AT ANNUAL RATE OF SIX PER CENTUM 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 TERM.

It is Agreed by the grantor . . . that all expenses and disbursements paid or incurred in behalf of complainant and plaintiff without benefit of counsel — 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 proceeding wherein the grantor or the holder of an interest 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 item upon said premises, shall be taxed as costs and included in any decree that may be rendered in said foreclosure proceedings; which proceeding, whether decree of sale shall be given, or other legal process shall be used, nor a release held given, with which such expenses and disbursements, as well as the costs of suit, shall be paid by the grantor . . . and the heirs, executors, administrators and assigns of said grantor . . . shall have . . . full right to the possession of, and income from, said premises during the 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. WILSHÉ

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 . . . 30th . . . day of . . . January . . . A.D. 19 . . . 90

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Box No. 1

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HOMPS. J. M. WHEELER. "House
public body
so in England
Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:
Lawyer (or Notary)
Highway Department
LaSalle Bank Lake View
LaSalle Bank Lake View

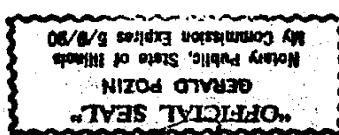
~~THIS INSTRUMENT WAS PREPARED BY:~~

Dominique & Denise Kuhn
1815 N. Kuhn Ave.
Milwaukee, WI 53206

1960

90204010

George-son



[Signature] I, under my hand and Notarial Seal, this 30th day of January A.D. 1990, do hereby declare and acknowledge that I have signed, sealed, delivered and delivered the said instrument.

L, the unique singer, Dmitry Prilutin and for Sand County, in the State of Wisconsin, the family Griffiths that
Dmitriy Prilutin and for Sand County, in the State of Wisconsin, the family Griffiths that

Quality of Goods