

This Indenture, WITNESSETH, That the Grantor VALENTINE OBRAGON & MARIA OBRAGON HIS WIFE

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Four thousand two hundred and 700 - 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: THE SOUTH HALF 1/2 OF LOT FIVE (5) AND ALL OF LOT SIX (6) IN THE SUBDIVISION OF LOTS TWELVE TO THIRTY ONE (21) INCLUDING IN WESTERN'S SUBDIVISION OF BLOCK ONE (1) OF TAMM H. REES' SUBDIVISION OF THE NORTH WEST QUARTER 1/4 OF THE SOUTH WEST QUARTER 1/4 OF SECTION THIRTY ONE (31) TOWNSHIP THIRTY NINE (39) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PERMANENT TAX MAP NO. 17-31-300-004

ADDRESS OF PROPERTY 3515 SOUTH WESTERN AVE CHICAGO, ILLINOIS 60609

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 VALENTINE OBRAGON & MARIA OBRAGON HIS WIFE justly indebted upon some retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 144.33 each until paid in full, payable to

LINCOLN HEATING ASSIGNED TO LOUISVILLE BANK (ARLINGTON)

-90-204011

DEPT-01 RECORDING \$13.00
7#4444 TRAN 4247 05/03/90 11:34:00
#3951 # 90-204011
COOK COUNTY RECORDER

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) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises... (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... (6) To place such insurance in companies acceptable to the holder of the first mortgage indebtedness... (7) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable... (8) To pay all prior incumbrances, and 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... (9) 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... (10) 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, 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... (11) As against the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing... including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree... shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein 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, shall be taxed 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 be closed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid... (12) The grantor... and the 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 this bill 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 27th day of March A. D. 1990 & Valentine Obragon (SEAL) Maria Obragon (SEAL)

1300

UNOFFICIAL COPY

Box No. 146

Trust Deed

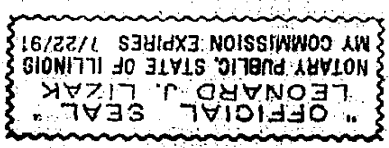
Valentine & Maria Oregon
3521 S. WESTERN BLVD
Chicago IL 60609

TO

THOMAS J. MICHELSON, Trustee
Lashlie Bank Lake View
3201 N Ashland
Chicago IL 60657

THIS INSTRUMENT WAS PREPARED BY:
JIMCOBY HEATING & AIR COND.
3650 W. Diversey
Chicago IL 60647
Lashlie Bank Lake View

Property of Cook County Clerk's Office
11060206



Notary Public

Leonard J. Lizak

day of March, A. D. 1990

Shunt under my hand and Notarial Seal, this 27th

as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument personally known to me to be the same person whose name subscribed to the foregoing

I, *Leonard J. Lizak* a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Valentine Oregon and Maria Oregon*

State of Illinois }
County of Cook } ss.