

# UNOFFICIAL COPY

91012591

This Indenture, WITNESSETH, That the Grantor **ROBERTO V. ROLDAN & ELSA ROLDAN**

of the **CITY** of **CHICAGO**, County of **COOK**, and State of **ILLINOIS**, for and in consideration of the sum of **18,500.00** 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 205 IN SAM BROWN JR'S BELMONT AVENUE SUBDIVISION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS 3029 N. HONORE CHICAGO, ILLINOIS 60657**  
**P.I.N. # 14 20-210-015**

-91-012591

DEPT-01 RECORDING \$13.00  
T#7777 TRAN 8078 01/09/91 09:53:00  
#9000 #6 \*91-012591  
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

WITNESSES, The Grantor's **ROBERTO V. ROLDAN & ELSA ROLDAN** justly indebted upon **one** retail installment contract bearing even date herewith, providing for **60** installments of principal and interest in the amount of \$ **425.00** each until paid in full, payable to

**SECOND CITY CONSTRUCTION CO., ASSIGNED TO LASALLE BANK LAKEVIEW**

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 grantee 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 Mortgagees or Trustees 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 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.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and a year's 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.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in suit or proceeding in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing 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 grantee 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 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, and for the heirs, executors, administrators and assigns of said grantor, agree to 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

In case 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 the 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 **29TH** day of **AUGUST**, A. D. 19 **90**

*x Roberto V Roldan* (SEAL)  
*x Elsa Roldan* (SEAL)

13<sup>00</sup>

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Box No. 14

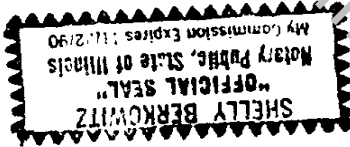
# Trust Deed

THOMAS J. MICHELSON, Trustee  
LASALLE BANK LAKE VIEW  
3201 N. ASHLAND  
CHICAGO, ILL.  
TO  
Eugene & Beverly  
Lasalle Bank Lake View

THIS INSTRUMENT WAS PREPARED BY:

*Shelly Berkowitz*  
Lasalle Bank Lake View

Property of Cook County Clerk's Office



91012591

*Shelly Berkowitz*  
Notary Public

day of AUGUST A. D. 19 90

I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERTO V. ROLDAN & ELSA ROLDAN personally known to me to be the same person whose names ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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. Witness under my hand and Notarial Seal, this 29TH day of AUGUST A. D. 19 90.

State of Illinois }  
County of Cook } 55.