

This Indenture, WITNESSETH, That the Grantor Roberto Mena and Celia Mena, his wife

1064 N. Spaulding of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Six Thousand Eight 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 11 in Brouse's Resubdivision of Lots 29 to 47 and 84 to 93, both inclusive, in E. Walter Herrick's Subdivision of Block 6 in Superior Court Partition of the East 1/2 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$13.00
T#7777 TRAN 8078 01/09/91 09:53:00
#7003 # C *-91-012594
COOK COUNTY RECORDER

P.I.N. #16-07-409-050

Commonly Known As 1064 N. Spaulding Chicago, Illinois

-91-012594

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 Roberto Mena and Celia Mena, his wife justly indebted upon one real estate contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 240.57 each until paid in full, payable to

Sav-Mor Construction Company, Inc.

Assigns to

LaSalle Bank Lake View

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon 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 Mortgagee or Trustee until the indebtedness is fully paid, 6. to pay all prior incumbrances, and the interest thereon, at the time of 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 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 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.

It is Agreed by the grantor that all expenses and disbursements incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitors fees, outlays for documentary evidence, graphic charges, cost of preparing 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 proceeding, whether decree of sale shall have been entered or not, shall not be abated, 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 waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, and agree that upon the filing of any bill to foreclose this Trust Indenture the same shall automatically bind, stay at once and without notice to the said grantor or to any party claiming under said grantor, to 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 revocation of the said. 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, or receiving his reasonable charges.

Witness the hand and seal of the grantor this 2nd day of October A. D. 19 90

X Roberto Mena (SEAL)

X Celia Mena (SEAL)

1300

UNOFFICIAL COPY

Box No. 46

Trust Deed

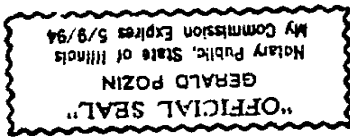
of the Parish of
Chicago, Illinois
TO

THOMAS J. MICHELSON, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Thomas J. Michelson
LaSalle Bank Lake View

Property of Cook County Clerk's Office



91012594

I, the undersigned _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roberto Mena and Gelta Mena
his wife
are personally known to me to be the same person, whose name _____
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.
I then under my hand and Notarial Seal, this _____
_____ day of _____
October _____
A. D. 19 _____
_____ 2nd _____
Notary Public